



## **REQUEST FOR PROPOSAL – SECONDARY Notice to Prospective Proposers**

### **RFP 17PS5004 For Aliso Canyon Economic Analysis**

#### **Addendum #1**

**Revised on October 4, 2017**

You are invited to review and respond to this Request for Proposal (RFP) – Secondary, entitled **RFP 17PS5004 – Aliso Canyon Economic Analysis**.

**In submitting your proposal, you must comply with the instructions contained herein.**

This RFP Secondary is an open solicitation for private entities, non-profit organizations, the University of California, California State University Foundations, and other governmental entities; all entities submitting a proposal, including government agencies, are subject to all requirements governing this solicitation including General Terms and Conditions (GTC 610 04/2017) available at [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx) and Contractor Certification Clauses (CCC 04/2017) available at [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx). The State's General Terms and Conditions (GTC 04/2017) are **not negotiable**.

**All proposals in response to the final solicitation are due by 5 PM Pacific Time on October 16, 2017.**

Bidders shall read the Secondary RFP carefully. In the opinion of The California Public Utilities Commission (CPUC), this Secondary RFP is complete and without need of explanation. CPUC had requested public comment on the Aliso Canyon Economic Analysis draft pre-solicitation on June 15, 2017, and the public comments CPUC received are posted on [CaleProcure.ca.gov](http://CaleProcure.ca.gov). Related documents can be found at [caleprocure.ca.gov](http://caleprocure.ca.gov), and the Event # is 0000005974.

No verbal information provided by the California Public Utilities Commission (CPUC) shall be binding upon the State unless such information is issued in writing as an official addendum.

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CPUC Contracts Analyst  
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# 1. INTRODUCTION

In submitting a response to this RFP, it is each Proposer's responsibility to:

- Carefully read the entire RFP, including all referenced web addresses, regulations, orders, and statutes cited in this RFP;
- Submit questions in writing by the required date;
- Submit all required proposal elements and information, completed to the best of the Proposer's ability, by the required dates and times; and
- Submit all cost information in compliance with the cost proposal requirements.

No oral understanding or agreement shall be binding on either party.

## A. PROGRAM BACKGROUND

On October 23, 2015, a major gas leak was discovered at the Southern California Gas Company's (SoCalGas) Aliso Canyon natural gas storage facility (Aliso). On January 6, 2016, California's governor ordered SoCalGas to maximize withdrawals from Aliso Canyon to reduce the pressure in the facility. The CPUC subsequently required SoCalGas to leave 15 Billion cubic feet (Bcf) of working gas in Aliso that could be withdrawn in an emergency. On May 10, 2016, Senate Bill (SB) 380 was approved, which prohibited the reinjection of gas into the facility until a comprehensive safety review was completed and required the CPUC to institute a proceeding to determine whether use of Aliso can be minimized or eliminated while still maintaining electric and gas reliability in the region. The CPUC approved the required Order Instituting Investigation (I.17-02-002) on February 9, 2017.<sup>1</sup>

I.17-02-002 divides the proceeding into two phases. In Phase 1, the scenarios and assumptions to be used in analyses of the feasibility of reducing or eliminating the use of Aliso while maintaining reliability and just and reasonable rates will be determined. The reliability and economic analyses themselves will be performed in Phase 2, and the final report will be adopted into the record. In Phase 2, the Commission will use the results of the analyses as one factor in determining the answer to the following question:

Should the Commission reduce or eliminate the use of the Aliso Canyon storage facility, and if so, under what conditions and parameters, and in what time-frame?

Three types of analysis are planned for Phases 1 and 2: hydraulic modeling of the gas system; production cost modeling of the interaction between the gas and electric systems, to be performed by the CPUC's Energy Division; and an economic analysis, to be performed by the consultant chosen for this contract. In addition, it is anticipated that

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<sup>1</sup> Information about the proceeding and informal documents are available at <http://www.cpuc.ca.gov/AlisoOII/>.

the California Independent System Operator (CAISO) will conduct a power flow model. The chosen consultant will need to coordinate with the entities running the other models to ensure that the scenarios modeled and the assumptions used align.

A draft scenarios framework proposing scenarios and assumptions to be used in the hydraulic, production cost, and economic models was created by Energy Division and entered in to the record on June 26, 2017.<sup>2</sup> Parties sent informal comments to the service list on July 24, 2017. A workshop to discuss the first version of the scenarios framework was held on August 1, 2017. An updated version of the scenarios framework will be distributed for informal comment before the second workshop to discuss scenarios and assumptions.

Similar hydraulic modeling to that which will be done in this proceeding has already been conducted to assess gas and electric system reliability for summer 2016, winter 2016-17, and summer 2017. The first study culminated in the issuance of two reports: The Aliso Canyon Action Plan to Preserve Gas and Electric Reliability for the Los Angeles Basin<sup>3</sup> and the Aliso Canyon Risk Assessment Technical Report.<sup>4</sup> Technical staff from the CPUC, the California Energy Commission (CEC), the CAISO, and the Los Angeles Department of Water and Power (LADWP) worked with SoCalGas on the Technical Report, which was based on hydraulic analyses of the SoCalGas system without Aliso for four historical high-stress days. The CAISO and LADWP also performed power flow analyses for selected scenarios to determine how the electric system would react.

Similar reports were issued in late summer 2016 that assessed reliability issues for winter 2016-17.<sup>5</sup> Due to the fact that winter gas demand differs significantly from summer gas demand, the hydraulic analyses for winter were based not on historical days, but on the CPUC-mandated 1-in-10-year cold day design standard without Aliso and under various additional constraints. A third technical assessment was completed for summer 2017, which was based on 1-in-10 year summer peak electric load.<sup>6</sup> The

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<sup>2</sup> Proposed Scenarios Framework: <http://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M191/K054/191054394.PDF>.

<sup>3</sup> Aliso Canyon Action Plan to Preserve Gas and Electric Reliability for the Los Angeles Basin: [http://www.cpuc.ca.gov/uploadedFiles/CPUC\\_Public\\_Website/Content/News\\_Room/News\\_and\\_Updates/Aliso%20Canyon%20Action%20Plan%20\(04-4-16\)\\_final%20clean.pdf](http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/News_Room/News_and_Updates/Aliso%20Canyon%20Action%20Plan%20(04-4-16)_final%20clean.pdf)

<sup>4</sup> Aliso Canyon Risk Assessment Technical Report: [http://www.cpuc.ca.gov/uploadedFiles/CPUC\\_Public\\_Website/Content/News\\_Room/News\\_and\\_Updates/AC%20Risk%20Assessment%20Technical%20Report%20%204-4-16\\_clean.pdf](http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/News_Room/News_and_Updates/AC%20Risk%20Assessment%20Technical%20Report%20%204-4-16_clean.pdf)

<sup>5</sup> Aliso Canyon Winter Risk Assessment Technical Report: [http://docketpublic.energy.ca.gov/PublicDocuments/16-IEPR-02/TN212913\\_20160823T090035\\_Aliso\\_Canyon\\_Winter\\_Risk\\_Assessment\\_Technical\\_Report.pdf](http://docketpublic.energy.ca.gov/PublicDocuments/16-IEPR-02/TN212913_20160823T090035_Aliso_Canyon_Winter_Risk_Assessment_Technical_Report.pdf); Aliso Canyon Gas and Electric Reliability Winter Action Plan: [http://docketpublic.energy.ca.gov/PublicDocuments/16-IEPR-02/TN213406\\_20160901T073434\\_Aliso\\_Canyon\\_Gas\\_and\\_Electric\\_Reliability\\_Winter\\_Action\\_Plan.pdf](http://docketpublic.energy.ca.gov/PublicDocuments/16-IEPR-02/TN213406_20160901T073434_Aliso_Canyon_Gas_and_Electric_Reliability_Winter_Action_Plan.pdf)

<sup>6</sup> Aliso Canyon Risk Assessment Technical Report: Summer 2017 Assessment: [http://docketpublic.energy.ca.gov/PublicDocuments/17-IEPR-11/TN217639\\_20170519T104800\\_Aliso\\_Canyon\\_Risk\\_Assessment\\_Technical\\_Report\\_Summer\\_2017\\_Asses.pdf](http://docketpublic.energy.ca.gov/PublicDocuments/17-IEPR-11/TN217639_20170519T104800_Aliso_Canyon_Risk_Assessment_Technical_Report_Summer_2017_Asses.pdf)

Joint Agencies have not conducted a previous economic analysis of the impact of the reduction or elimination of Aliso usage.

## B. AVAILABLE DATA

The contractor will be required to work collaboratively with the entities conducting the other studies to ensure that the scenarios, assumptions, and methodology used in the economic analysis align with those used in the reliability analysis. The Economic Analysis contractor will be required to obtain approval of the Energy Division’s modeling team for the final scenarios in the analyses.

If needed, SoCalGas will provide system data, which can only be used under this contract.

## C. PURPOSE AND DESCRIPTION OF SERVICES

The purpose of this RFP is to select a contractor to do the following:

1. Perform an economic analysis of the impact that the reduction or elimination of Aliso would have on natural gas prices for SoCalGas’ core and noncore customers;
2. Coordinate with other entities to ensure alignment between the scenarios developed for the reliability analysis and the scenarios used for the economic analysis;
3. Attend and present at two stakeholder workshops to solicit feedback throughout the development of the report; and
4. Attend and present at a public participation hearing on the results of the modeling.

Deliverables from this study, described in Section 3.B., are expected to help inform stakeholder discussion and the Commission’s decision in Phase 2 of I.17-02-002.

## D. CONTRACT TERM

The contract executed in response to this RFP will be for a **one-year** term; the estimated agreement dates will be from approximately **November 30, 2017**, to **December 1, 2018**.

## E. COST LIMITATION

The contractor is expected to provide their most competitive bid associated with this RFP. The bid submitted in response to this RFP shall not exceed \$200,000.

## F. KEY ACTION DATES

Key Action	Date
RFP Release Date – Posted on <a href="http://www.caleprocure.ca.gov">www.caleprocure.ca.gov</a>	09/11/2017
Optional Bidder’s Conference <b>Location: Golden Gate Room, California Public Utilities Commission</b>	<b>09/18/2017</b> <b>Time: 1:15 PM – 3:15 PM</b> <b>Pacific Time</b>

Key Action	Date
Bidder's Written Questions Submittal Deadline	<b>09/21/2017</b> 5:00 PM Pacific Time
CPUC Written Answers Tentative Posting Date	09/28/2017
Bidder's Proposals Due Date*	<b>10/16/2017</b> 5:00 PM Pacific Time
Bidder's Interview	10/23/2017 – 10/25/2017
"Intent to Award" Tentative Posting Date	10/27/2017
Deadline to submit intent to protest (5 Business Days)	<b>11/03/2017</b> 5:00 PM Pacific Time
Tentative Contract Award Date	11/13/2017

Notes:

\*The Bidder's Proposal Due Date cannot be changed except by an official addendum. All key actions and dates after the Bidder's Proposal Due Dates are estimated and subject to change.

## G. CONTACT WITH COMMISSION DURING RFP PROCESS

Prospective Bidders shall NOT contact any CPUC employees or contractors regarding the proposed work associated with this RFP except as prescribed under this RFP. Any discussion or inquiry regarding this RFP may result in the disqualification of proposal or contract award. This requirement is to ensure a fair and equitable process in awarding a contract based upon merit.

## H. BIDDER'S CONFERENCE

The CPUC shall conduct an **optional** bidder's conference on **Monday, September 18, 2017, at 1:15 PM Pacific Time in the Golden Gate Room at the CPUC Headquarters Office at 505 Van Ness Avenue, San Francisco, CA. Please arrive 15 minutes before 1:15 PM on the date of the optional bidder's conference and check in at the Security Guard Station. Bidders who wish to participate remotely can dial in via 888-935-3849 (Participant Code 9401363). The link to join the WebEx meeting is [join the meeting](#) and the meeting number is 742 056 575 (Meeting password: 2017Bid!** Please contact Wade Kong via email at [Wade.Kong@cpuc.ca.gov](mailto:Wade.Kong@cpuc.ca.gov) if you have questions regarding the Bidder's Conference. During the Bidders' Conference, bidders may discuss and ask questions regarding the RFP and Contracts process and specific CPUC program information associated with this RFP in person with the Project Manager, CPUC Contracts Office, and CPUC Management. **Please RSVP via email to**

[Wade.Kong@cpuc.ca.gov](mailto:Wade.Kong@cpuc.ca.gov) by September 15, 2017, if you plan to attend the bidder's conference.

The conference will begin at 1:15 PM and adjourn by 3:15 PM or once all questions and comments are heard, whichever is earlier. Note: All verbal information provided shall not be binding on the CPUC; if a bidder requires a formal response to any questions regarding this RFP, they must be submitted in writing as specified under Section 1.I below.

## **I. BIDDER QUESTIONS AND REQUEST FOR REQUIREMENTS CHANGE**

Bidders requiring clarification of the intent or content of this RFP, on procedural matters regarding the competitive bid process, or requesting a requirements change, may do so by submitting an entry during the submission period. To ensure a response, questions must be received in writing by the scheduled date specified in Key Action Dates (Section 1.F.).

The solicitation includes a number of requirements for submittal, including format, qualifications, technical requirements, key action dates, and other content. Proposers may request changes to the solicitation within the timeframe referenced above if they believe aspects of the solicitation are inappropriate or unduly limit competition. Requests shall be evaluated on a case-by-case basis to determine the best interest of the state.

Questions or requests received after the dates indicated will only be answered by the CPUC as time allows as solely determined by the CPUC, and therefore may remain unanswered. Question and Answer sets will be provided to all potential Bidders without identifying the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

- Questions and requests must be submitted to the Contracts Analyst for this solicitation in writing by the scheduled in the Key Action Dates; and
- Only written questions and written answers released by the RFP representatives shall be binding upon the Bidders and the State. Oral answers shall not be binding on the State.

## **J. CONTACT INFORMATION**

All communications should be directed to the following:

Wade Kong  
Contracts Analyst  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102  
E-mail: [Wade.Kong@cpuc.ca.gov](mailto:Wade.Kong@cpuc.ca.gov)  
Phone: 415-703-2976

## 2. PROPOSER QUALIFICATIONS

### A. MINIMUM QUALIFICATIONS

Each of the following minimum qualifications must be met by the Proposer's Project Team to be considered and advance to Stage I: Technical Evaluation. See Section 5 for Evaluation Process.

1. The proposing organization and all key members of the proposal team have read and understand the Conflict of Interest provisions specified by the Fair Political Practices Commission (FPPC) as identified in the Conflict of Interest presentation located at <http://www.fppc.ca.gov>; and
2. Is registered as a private entity, non-profit organization, the University of California, California State University Foundation, or other governmental entities with the California Secretary of State or can provide an explanation as to why it is not necessary. The proposer must provide a copy of their Secretary of State registration in the proposal.

### B. DESIRED QUALIFICATIONS

Proposals must demonstrate the experience and expertise of the proposed individual or team to perform the duties described in the Statement of Work. The Proposer will be evaluated on the following components. A further articulation of the scoring criteria is included in **Attachment 15**.

1. Has proven experience and a record of success in administering projects and analyses similar in scope and size;
2. Has proven experience in working with gas and electricity data input;
3. Has proven experience developing and conducting community forums to effectively and efficiently solicit community and stakeholder input on complex issues and communicating and working with stakeholders in the oil, natural gas, and energy industries; and
4. Has proven experience developing models to assess the market, consumer, and economic impact of significant changes to the natural gas or related markets.

### C. CONFLICT OF INTEREST

#### *i. General Description*

For purposes of this RFP or any resulting Agreement, "conflict of interest" means:

1. A conflict of interest as defined in this RFP or any resulting Agreement;
2. A conflict of interest prohibited by any applicable Federal or State law, including the Political Reform Act, relating to conflicts of interest;<sup>7</sup>
3. Current or past contracts/employment with, or active proposals before, parties to CPUC proceeding I.17-02-002 (see **Attachment 16: Covered Entities**);
4. Contracts or employment with the Covered Entities within the last three years; and
5. A financial interest or other condition that may impair the ability of the individual or firm to deliver impartial, technically sound, objective assistance, advice, and work product for the State or otherwise result in a biased work product or result in an unfair competitive advantage.

For purposes of this RFP and any resulting agreement, “Team Member” includes any firm (either as a prime or subcontractor) (“firm Team Member”) or Individual (“Individual Team Member”) if the Team Member or Individual Team Member is performing or supervising work under this RFP or any resulting Agreement and where that work is expected to involve the exercise of judgment.

For purposes of this RFP and any resulting Agreement, the Covered Entities listed in the “CPUC Proceeding I. 17-02-002” included in Attachment 16 was last updated on May 18, 2017. The CPUC reserves the right to disqualify a proposer if the Team Member has a conflict of interest with any parties added to the list after May 18, 2017, or with any other entities not listed but which are affiliates, parents, or subsidiaries of SoCalGas.

The proposer shall notify the Commission’s Project Manager promptly of any potential conflict of interest, including those of all Team Members, whether employees, independent contractors, or others. The CPUC may exercise its option to direct termination of any individual or firm or this Agreement, if such a conflict is found.

## ***ii. Conflicts Evaluation***

The proposer shall submit the conflict of interest disclosures required in Section iii below as well as a Conflict of Interest Statement (Attachment 2).

The following conditions for any prospective Team Member may constitute a conflict of interest:

1. Current contracts/employment with or active proposals before the Covered Entities or any parent, subsidiary, or affiliate thereof; and

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<sup>7</sup> The Political Reform Act is set forth in Government Code section 81000 et. seq.

2. A conflict of interest concern arising under any applicable federal or state law relating to conflicts of interest.

The presence of a disqualifying conflict of interest will be evaluated and determined prior to the execution of a contract agreement.

### ***iii. Disclosures***

This section describes disclosures that must be made by Team Members.

A number of conditions may render a Team Member unable to give impartial, technically sound, objective assistance and advice; may otherwise result in a biased work product; or may result in unfair competitive advantage. In order to properly evaluate and judge the proposed team, and avoid termination and/or controversy at a later state, DISCLOSE for each Team Member:

1. Current contracts, employment, subcontracts, active proposals, business relationships, and/or financial interests with/in any of the Covered Entities or any parent, subsidiary, or affiliate thereof. Provide the entity's name; the nature, scope, and duration of the contract, relationship, or interest; and its total monetary value. Indicate if any Individual Team Member is working on or is expected to work on any of these projects;
2. Prior contracts during the last three years with the Covered Entities or any parent, subsidiary, or affiliate thereof. Provide the entity's name, total amount of payments, duration, and nature of services provided. Indicate if any Individual Team Member worked on any of these contracts;
3. Contracts during the past three years, including current contracts, with any state agency that is a party or potential party to CPUC proceeding I.17-02-002. Provide the agency's name, total amount of payments, duration, and nature of services provided;
4. Contracts during the past three years, including current contracts, with any party or potential party to CPUC proceeding I.17-02-002. Provide the entity's name, total amount of payments, duration, and nature of services provided;
5. Any investment in, joint venture, partnership, or similar arrangement with, any of the Covered Entities or any parent, subsidiary, or affiliate thereof. Provide the entity's name; the nature, scope, and duration of the business relationship; and its total monetary value; and
6. Any work performed within the last three years for other utilities, companies, or entities planning, developing, constructing, or operating the storage or delivery of natural gas to California consumers (including marketing, brokering, and financial instruments). Provide the entity's name; the nature, scope, and duration of the business relationship; and its total monetary value.

Failure to disclose the above-mentioned information could be grounds for disqualification. The disclosures and potential conflicts of interest arising therefrom will be evaluated during the bid selection process.

### ***iv. Additional Disclosures***

This section describes disclosures that must be made by Individual Team Members.

Disclose for each Individual Team Member any work he or she has done for the Commission during the past three years. Identify the Commission contract involved and briefly describe the work performed, the total number of hours of work performed on the contract, and the period of time over which the individual performed the work.

Additional information about the Individual Team Members who have previously worked for the Commission may be required in order to evaluate the proposal with regard to conflicts of interest.

#### ***v. Rules Relating to Former and Current State Employees***

Proposers are on notice of the following provisions regarding current or former state employees (See Conflict of Interest Statement, Attachment 2).

##### **1. Current State Employees (Public Contract Code §10410)**

No officer or employee shall engage in any employment, activity or enterprise form which the officer or employee receives compensation or has financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

##### **2. Former State Employees (Public Contract Code §10411)**

For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

## 3. STATEMENT OF WORK

### A. DESCRIPTION OF SERVICES

Once a contract has been awarded, the contractor will coordinate with all members of the team to provide the services as described in this Scope of Work. The contractor project team is required to complete the following activities and tasks to ensure that the project objectives are met:

#### 1. Stakeholder Workshops

Participate in two Stakeholder Workshops, one to determine the scope and inputs of the economic analysis and one to review the draft report on the modeling. These workshops may be held in Southern California or San Francisco at Commission provided facilities. See Section 3.B. below for detailed descriptions of the deliverables.

#### 2. Public Participation Hearing

Participate in one Public Participation Hearing to present the results of the modeling. This hearing may be held in Southern California or San Francisco at Commission provided facilities. See Section 3.B. below for detailed descriptions of the deliverables.

#### 3. Economic Analysis

Conduct economic analyses to estimate the impact of the reduction or elimination of the ability to use Aliso to mitigate fluctuations in natural gas prices.

These impacts should be estimated both for core and noncore customers<sup>8</sup> supplies and prices. The analysis must consider seasonality as well as well as peak and off-peak pricing within the seasons. Moreover, the analysis must dynamically model market and consumer reaction to supply and pricing of the natural gas market in California, taking into consideration the composition of California's electricity market and its dependence on renewable energy sources as well as practices in spot market purchases and long term contracted purchases. In addition, the analysis should consider any undue burdens or impacts to user group segments. These user group segments may include, but are not limited to, low-income households and particular high-use industries.

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<sup>8</sup> Core customers depend on the utility to procure their gas and are typically residential and non-industrial, commercial customers. Non-core customers procure their gas directly and are typically industrial and utility commercial clients.

The assumptions and scenarios for these analyses will be finalized based on input from the stakeholder workshop as articulated in Deliverable 2. Scenarios may be based on both historical conditions and the conditions gas markets are likely to face in the near term (one to two years) and in the next five to 10 years.

The contractor is also required to complete the following:

- Update the current draft scenarios framework detailing the scenarios and assumptions to be modeled and the rationale for using those scenarios and assumptions prior to the first workshop;
- Present the economic analysis section of the draft scenarios framework at a Stakeholder Workshop;
- Prepare a final scenarios report that incorporates comments filed and feedback from the Stakeholder Workshop;
- Prepare a draft report detailing the model's results under each selected scenario;
- Present the draft report on the results of the economic analysis to the Energy Division, the Commission, at a Stakeholder Workshop, and at a Public Participation Hearing; and
- Prepare a final report of the findings in the economic analysis that sufficiently incorporates feedback received at the Stakeholder Workshop and the Public Participation Hearing. The reports should address issues that members of the public raise at the Public Participation Hearing and should specifically note how each comment from the Stakeholder Workshop has been considered or addressed in the final models and report.

#### **4. Project Management**

The contractor must comply with the following project management requirements when performing the services described in this solicitation:

- Provide and implement a well-organized and complete plan for all activities, tasks, and milestones;
- Monitor the schedule, budget, and specifications;
- Monitor resources and expenditures to ensure fulfillment of project goals and objectives within the approved budget;
- Acquire approval from the CPUC Project Manager for all work performed;
- Acquire approval from the CPUC Project Manager and Contracts Manager for expenditures that were not individually listed in the Cost Sheet, prior to undertaking such expenditure;
- Acquire approval from the CPUC Project Manager for any replacement, substitution, or addition of staff under the contract;
- Acquire approval from the CPUC Project Manager and Contracts Manager for any replacement, substitution, or addition of sub-contractor under the contract;
- Carry out provisions of the contract within specifications, budget, and schedule;

- Identify and report problems in a timely manner and recommend and implement solutions;
- Hold project meetings with CPUC staff as required by the CPUC Project Manager to discuss progress, needs, problems, solutions, and deliverables;
- Monitor and track quality of performance, staff, subcontractors, and other relevant factors to ensure contract compliance and excellence;
- Interact with the CPUC Project Manager, technical staff, and managers professionally and efficiently;
- Understand and comply with the CPUC’s administrative processes and procedures;
- Respond to the identified workload in a timely manner and consistently meet all work product and event deadlines;
- Provide competent and qualified experts in all technical and administrative areas identified in this RFP and that may be needed in the future;
- Meet the terms of the Agreement in a cost-competitive manner; and
- Maintain a working knowledge of existing and new CPUC programs applicable to the contract.

## B. DELIVERABLES

Proposer is responsible for defining the specific details of certain deliverables in the Workplan as indicated below. All deliverables must be addressed in the Workplan, Workplan approach narrative, and Deliverables Cost Sheet. ***A simple reiteration of the description contained within this solicitation is not acceptable.*** A highly detailed description of the deliverables that Proposer will provide to the CPUC is required to demonstrate Proposer’s understanding of and ability to meet the CPUC’s needs as specified in this solicitation. Proposer is expected to provide their perspective on how they would uniquely fulfill the requirements of each Deliverable. Points will be awarded per the guidelines provided herein and in the Proposal Scoring Criteria provided in **Attachment 15**.

The narrative for each Deliverable shall include:

- A high-level summary of the goals and objectives that the deliverable will accomplish;
- A detailed description of the approach to completing the deliverable, including the scope of the deliverable with a clear connection to the goal, the strategy as to how to complete the deliverable with outlined and tangible tasks and activities, specific components/events included in the deliverable, and benchmarks and standards for evaluation; and
- An assessment of any risk, challenge, or barrier to completion of proposed deliverable.

### ***Deliverable 1: Progress Reports and Updates***

The performance of the contract associated with this RFP includes all administrative costs associated with the statement of work and any costs associated with the compliance of all government requirements. The contractor will be responsible for interim progress updates and reporting milestones as negotiated with the Energy Division Project Manager. Required Progress Reports and updates will include the following:

**1. Invoicing and Payment**

Abide by all Commission-required policies and procedures related to invoicing and payment. See Exhibit B for Budget Detail and Payment Provisions.

**2. Progress Reports**

Prime Contractor will provide progress reports to CPUC staff and/or other groups at the discretion of the project manager that may entail work activities, progress, work product deliverables, or other information upon request.

**3. Sub-contractor Records and Other Government Reporting Requirements**

Prime Contractor is responsible to collect and retain all sub-contractor records associated with the scope of work and government reporting requirements to include but not limited to Small Business and DVBE reports, progress reports, all deliverables, and presentations.

**4. Closeout Report**

The Contractor shall provide to CPUC at the end of the contract, a closeout report to summarize all activities, efforts, and findings throughout the contract. The Contractor shall maintain all project records for a period of three years after the end of the contract.

### ***Deliverable 2: Stakeholder Workshops***

The contractor will be responsible for participating in two Stakeholder Workshops to receive feedback from stakeholders on the draft scenarios framework and the draft report on the results of the model. The stakeholder workshops dates are to be determined upon contract execution and will be held in Southern California and/or San Francisco.

The first workshop will be hosted to solicit feedback on the draft scenarios framework, which describes the scenarios and assumptions to be used in the models and the methodologies to be used. The second workshop will be held to present the draft report on the results of the modeling. The contractor shall describe the contractor team's approach to effectively communicating with the various stakeholders and soliciting feedback.

At least two key team members are required to participate in the workshops. Documents related to the workshops should be submitted to parties at least 10 business days before the workshops. Upon completion of the workshops, contractor will provide a summary of the data and information gathered.

### ***Deliverable 3: Public Participation Hearing***

The contractor will be required to attend one Public Participation Hearing to present the draft report on the results of the economic analysis. The Public Participation Hearing will be led by members of the Commission, and the contractor will make a presentation on the results of the economic model. The Contractor shall prepare to answer questions about all aspects of the

analysis and discuss the results in a clear, detailed, and accessible manner with affected members of the public. The hearing date is to be announced. It will be held in Southern California and/or San Francisco.

At least two key team members are required to attend the hearing. Upon completion of the workshops, contractor will provide a summary of information gathered.

#### ***Deliverable 4: Draft Reports — Economic Analysis***

The contractor will be responsible for preparing two draft reports detailed in 4a and 4b below.

##### **4a. Scenarios Report**

The contractor will update the current draft scenarios framework and prepare a final scenarios report detailing the scenarios and assumptions to be modeled and the rationale for using those scenarios and assumptions. The draft scenarios framework will be presented at a Stakeholder Workshop as reflected in Deliverable 2. The contractor shall incorporate feedback from filed comments and the Stakeholder Workshop to prepare a final scenarios report. The Final Scenarios Report shall include the following:

1. A detailed description of the various scenarios to be modeled and the rationale for their selection; and
2. A detailed description of the model including all inputs, assumptions, calculations, and data sources, taking into consideration variables including but not limited to core and noncore customers' supplies and prices, peak and off-peak pricing, seasonality, customer reaction to supply and prices, and renewable energy sources.

##### **4b. Draft Evaluation Report**

The contractor will prepare a draft evaluation report detailing the results of the economic analyses under each scenario. The contractor will also present the draft report on the results of the economic analyses to the Energy Division, the Commission, at a Stakeholder Workshop, and at a Public Participation Hearing as stated in Deliverable 3. The draft report is required to include at least the following:

1. An evaluation of the results under each scenario;
2. An evaluation of the impact of reducing or eliminating use of Aliso on natural gas prices for core and noncore gas customers;
3. Multiple iterations of the model as needed based on scenarios that will be developed; and
4. Information useful to answer the key question of this solicitation: Should the Commission reduce or eliminate the use of the Aliso Canyon storage facility, and if so, under what conditions and parameters, and in what time-frame?

#### ***Deliverable 5: Final Report – Economic Analysis***

The contractor will produce a final report for the Economic Analysis. The final report will be based on the draft report and shall include any updates necessitated by feedback received through filed comments or at the Stakeholder Workshop and Public Participation Hearing. The contractor shall address issues that members of the public raise at the Public Participation

Hearing and should specifically note how each comment from the Stakeholder Workshop has been considered or addressed.

The contractor may also be asked to make revisions and/or rerun calculations upon directions of the Project Manager if necessary.

### ***Deliverable 6: Unanticipated Tasks***

The State may add an additional amount in the contract for unanticipated tasks in the event that additional work must be performed that was wholly unanticipated, and which was identified in neither the State's solicitation document nor the Vendor's proposal, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work. The contract value includes a limited budget for unanticipated tasks. The budget is fixed and not to exceed 10 percent (10%) of the sum of the base contract. These funds may be used at the State's discretion. These tasks will be billed at the Contractor's average hourly rate.

## 4. SUBMISSION INSTRUCTIONS

Proposer must address the items in 4.A. Submission Requirements in their proposal following the order provided in the Proposal Checklist (See **Attachment 1**) and provide all required documents. Omissions, inaccuracies, or misstatements may be deemed non-compliant. **A non-compliant proposal is one that does not meet the basic Proposal requirements and may be rejected.** Proposer must also follow all format requirements and instructions provided in this section on how to submit a proposal. The format is prescribed to enable CPUC to evaluate each proposal uniformly and fairly.

### A. SUBMISSION REQUIREMENTS

#### *i. Proposer Business Information and Cover Letter*

The cover letter must include the following information:

- Business information including name, address, e-mail address, and phone number;
- Specific contact information from an authorized representative of the organization;
- Introduction of the firm; and
- Concise statement explaining why they are the best fit to complete the work under this RFP.

If the proposal is made under a fictitious name or business title, the actual **legal name** of proposer must be provided.

#### *ii. Conflict of Interest Disclosures, Conflict of Interest Statement (Attachment 2), and Any Supporting Documentation*

All proposers must provide the disclosures set forth in the Conflict of Interest Section above (Section 2.C.iii) and complete and sign the Conflict of Interest Statement (Attachment 2). As stated above, the disclosures and any potential conflicts will be considered during evaluation.

#### *iii. Minimum Qualifications*

Proposers must certify that they meet the minimum Qualifications specified in Section 2.A. Failure to meet this requirement will result in the proposal being rejected and deemed nonresponsive. Proposer will use the Minimum Qualifications Sheet in **Attachment 3** to complete this requirement and have attached documentation to verify each qualification as required.

#### *iv. Reference Sheet*

Reference Sheets must list project titles, staff members, and dates of contract award. Proposer will use the References Sheet provided in **Attachment 4** to complete this requirement.

#### ***v. Resumes and Organizational Chart***

Proposer must provide current resumes of all proposed team members, including all participants from the Prime Contractor and all Sub-contractors.

Provide an organizational chart for all members of the Proposer's project team, their titles and job descriptions, and an estimate of hours they will spend on this project.

**DO NOT INCLUDE RATES OR ANY COST INFORMATION.**

#### ***vi. Summary of Relevant Team Experience***

Proposer shall provide a narrative summary of its Project team's history, qualifications, and experience related to the Scope of Work of this solicitation. Proposer shall explain how the proposed team meets the Desired Qualifications described in Section 2.B., and how it demonstrates its ability and qualifications to complete the deliverables under this contract.

The narrative should provide a brief description of and indicate which individual on the Project Team has the requisite experience. Proposer may reference staff resumes to substantiate the narrative.

#### ***vii. Narrative Description of Proposed Methodologies/Approach and Detailed Work Plan***

The proposer will describe in detail its approach to meeting the RFP requirements. The discussion should include methodologies for each deliverable, including but not limited to the following: proposed methodologies, proposed approaches, contractor/sub-contractor expertise, contractor/subcontractor performance criteria, and interim and final deliverables.

In addition, the proposer will provide a detailed work plan and schedule for project completion based on the Purpose and Description of Services provided in Section 1. The work plan should provide at minimum a description of project tasks, sub-tasks, timelines, and milestones. The work plan should provide specific tasks and milestones by which the tasks, deliverables, and progress can be measured by the CPUC evaluation team and project manager.

#### ***viii. Sample Work Products/Reports***

Provide one sample report for the economic analysis. The sample report shall be similar in Scope of Work and size to this solicitation and shall be for recently completed or current (within the past five years) client projects.

The sample reports must be the work of at least one member of the proposed team. The team member(s) shall be on the sample reports project team as a significant contributor. If the proposer has performed work for the CPUC in the recent past, provide a sample report from that project if possible.

#### ***ix. Deliverables Cost Sheet***

The deliverables cost sheet shall align with the Workplan, and the hours and budgeted amount for each activity must be realistic and reasonable. The Proposer must clearly indicate the total anticipated cost for each deliverable described in **Section 3**.

The cost sheet shall not include any goods. **This RFP is for Non-IT Services only.** Proposers shall identify the following elements in the cost sheet:

1. Name of staff assigned, project role, and hourly rate of all the team members who will perform the scope of work indicated in Exhibit A and are identified in Proposer's organization chart submitted with this RFP. This shall include any DVBE and Small Business (SB) Participants;
2. Estimated number of hours to be spent by each team member on each deliverable;
3. Total non-staff costs including travel; and
4. Total final cost for each deliverable.

Proposers shall submit their bids detailing costs using the format as illustrated in the Cost Sheets in **Attachment 10**. The costs of all deliverables cannot exceed the Proposer's Total cost/budget.

The hourly rates submitted in this proposal for each role and/or title are fixed for the life of the contract. Hourly rates may not be increased during the life of the contract.

#### ***x. All Other Required Documents***

A list of all required documents for this solicitation is included in the Proposal Checklist (See **Attachment 1**). It is the Proposer's responsibility to ensure all required documents are submitted with proper signatures when required.

## **B. REQUIRED FORMAT**

The proposal package should be prepared in the least expensive method. Expensive bindings, color displays, promotional materials, et cetera, are neither necessary nor desired. Proposers are encouraged to concentrate on conformity with RFP instructions, responsiveness to RFP requirements, and the clarity and completeness of the bid's content.

The original proposal must be marked "MASTER." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

## **C. NUMBER OF COPIES**

Submit five (5) copies, marked or identified as "COPY" with the original proposal. The original proposal must be marked "MASTER." All documents contained in the original

proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm.

## **D. PACKAGING AND LABELING**

All proposals and cost information must be submitted under sealed cover and received by the CPUC by the Final Proposals due date as identified in Section 1.E. Key Action Dates. Proposals received after this date and time will not be considered.

The proposal envelopes must be plainly marked with this RFP number and title, your firm name and address, and must be marked with “DO NOT OPEN,” as shown in the following example:

Your Firm’s Name

Your Firm’s Address

City, State and Zip Code

**RFP # 17PS5004**

**Aliso Canyon Economic Analysis**

**ATTENTION: Wade Kong**

Proposals not submitted under sealed cover and marked as indicated **will** be rejected.

Required Information for Evaluation: Proposals not including the proper “required attachments” shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements. Mail proposals to the following address:

**DO NOT OPEN**

**RFP # 17PS5004**

**Aliso Canyon Economic Analysis**

California Public Utilities Commission  
Contracts Office

**ATTENTION: Wade Kong**

505 Van Ness Avenue, 2<sup>nd</sup> Floor

San Francisco, CA 94102

If proposals are hand delivered, they must be addressed as indicated above but physically delivered to CPUC Mail Room. The CPUC Mail Room is located on the first floor and is open from 8:00AM to 12:00 Noon and 1:00PM to 5:00 PM Pacific Time Zone (PT). Please advise the guard at the security desk that you are dropping off documents with the CPUC mail room.

The proposal must be Date Stamped by the Mail Room. Please ensure that you ask for DATE and TIME STAMP. The CPUC recommends that you bring a copy of the cover letter to have date stamped for your records.

**NOTE:** Failure to deliver the Proposal by the date and time listed in the Key Action Dates will be cause for rejection of the proposal. It is the responsibility of the Proposer to ensure documents arrive on time. **The CPUC is not responsible for errors or delays caused by delivery companies.**

## 5. EVALUATION PROCESS

This section explains how the proposals will be scored. It describes the process, scoring stages, and preference points. During the evaluation process, the CPUC will evaluate proposals, interview contractors, and analyze costs to determine responsiveness to the CPUC's needs. The contract will be awarded to the responsible proposer whose Proposal receives the highest score by the evaluation and selection team.

### A. PROPOSAL SCORING

Proposals will be reviewed and scored based on their response to the information requested in this RFP. The entire scoring process from receipt of Proposals to posting of the Notice of Proposed Award is confidential. All Proposals and all evaluation and scoring sheets will be considered public documents after the announcement of the intent to award. A responsive proposal is one that meets or exceeds the requirements stated in this RFP. The proposals that meet the minimum qualifications will be evaluated and scored.

The proposal will be evaluated in six stages and must receive the minimum points for each phase of the evaluation to advance to the next. See **Attachment 15** for the Proposal Scoring Criteria. Stages are as follow:

#### *Stage 1: Compliance Check*

The CPUC Contracts office will conduct an initial proposal compliance check for the presence of all required documents as listed in the Proposal Checklist (See **Attachment 1**), and whether the proposer meets Minimum Qualifications. This stage will be scored on a pass/fail basis.

Proposals that contain false or misleading statements, proposals that provide references which do not support an attribute or condition claimed by the proposer, and any incomplete proposals will be deemed non-compliant and rejected by the CPUC's Contracts Office. Proposals that do not meet minimum qualifications will also be rejected. The non-compliant proposer will receive a letter from the CPUC Contracts Office explaining the reason their bid proposal did not advance to Stage 2.

Those Proposals that pass the requirements of Stage 1 will advance to Stage 2.

The compliance check will include but is not limited to the following:

1. The timestamp reflects that the bid proposal was submitted on time;
2. All documents are included and properly signed in the bidder's proposal;
3. All forms as stated on Proposal Checklist (See **Attachment 1**) and includes Preference Program documentation for Small Business, Microbusiness, Disabled Veteran Business Entity requirements, and Non-Small Business Contracting with Small Business, if applicable;
4. The Deliverables Cost sheet and contractor rates are provided the bid; and
5. Proposal meets Minimum Qualifications outlined in Section 2.A.

## **Stage 2: Technical Evaluation**

The selected review panel will review all Proposals that pass Stage 1 and score the technical requirements by the consensus method. Proposals that meet the minimum qualifications will be evaluated and scored according to the criteria in **Attachment 15**. The top three scoring proposers that achieve a minimum of 100 points out of 150 points in Stage 2 will continue to Stage 3: Bidder Interviews.

- Proposer’s Team Description and Experience (60 points)
  - Organization Description (see **Section 4A.v & vi**)
  - Desired Qualifications (see **Section 2.B**)
  - Work Sample (see **Section 4.A.viii**)
- Approach and Workplan (90 points)
  - Workplan Narrative (see **Section 4.A.vii**)
  - Detailed Workplan

The Review Panel will assess the ability of the Proposer to carry out the proposed deliverables and the technical components of the Proposal on the basis of completeness, responsiveness, clarity of presentation, and adequacy of the degree to which it complies with the RFP requirements.

In assigning points for individual components, the Review Panel members may consider issues including, but not limited to, the extent to which a Proposal:

- Is fully developed, comprehensive, and has few, if any, weaknesses, defects or deficiencies;
- Demonstrates that the Proposer understands and is responsive to the CPUC’s needs, the services sought, and/or the Proposer’s responsibilities; and
- Illustrates the Proposer’s capability to perform all services and meet all requirements detailed in Deliverables;

Please properly label all information requested via this RFP so that relevant information may be easily identified and scored. Reviewers will base scores only on information provided within each of these specific sections.

## **Stage 3: Bidder’s Interview**

The **top three** scoring proposers that advance to Stage 3 will be contacted to schedule an interview via video conference during the dates indicated in *Section 1.E. Key Action Dates*. Interviews will be conducted by the same evaluation committee members who assessed the written proposals. At a minimum, the proposer’s project manager and two other project team members must appear. Upon notification of the advancement, the top three proposers shall prepare and submit presentation materials to CPUC prior to the allotted interview time.

Stage 3 will consist of a one-hour interview. Each project team member in attendance shall participate and present at the interview. The first segment will be the Introduction. The proposer will be given 10 minutes to introduce each key team member and describe the overall team background and qualifications. Then, the proposer will be given 20 minutes to present their overall approach and workplan for the analysis. Lastly, the proposer will be given up to 30 minutes to answer questions pertaining to their qualifications, proposal, and presentation from the evaluation committee members.

Proposers will be responsible for keeping time to ensure that appropriate time will be kept for each segment. See **Table 5.1** below for the time distribution.

**Table 5.1  
Bidder’s Interview Time Distribution**

Segments	Time
Introduction	10 minutes
Proposal Presentation	20 minutes
Scenarios, Workplan, and Approach Q & A	As needed up to 30 minute

Interviews will be evaluated and scored according to the criteria indicated in **Attachment 15**. A maximum of 25 points may be awarded. Bidders must obtain a minimum of 17 points on the Interview to advance to Stage 4: Cost Evaluation. Proposers that did not receive the minimum point value of 17 will be deemed non-compliant and will not be eligible to receive an award.

***Stage 4: Cost Evaluation***

The Proposer shall provide a Total Cost Bid that reflects all costs for performing the SOW indicated in Section 3. Proposers may provide more detail in the Cost Sheet for the Commission’s evaluation purpose. Any invoiced items of the awarded proposer (or the Contractor), which are not included in the accepted Deliverables Cost Sheet, will automatically be rejected and denied for invoice payment.

Each proposer’s total cost for all services will be ranked from low-to-high. The proposal with the lowest total cost will receive a score of 75. The remaining proposals will receive an incrementally lower score as indicated in the example stated in SCM Volume 1 Section 5.25.

The following table provides a sample calculation of awarded points for two proposals:

**Table 5.2  
Sample Cost Calculation**

Proposal A = \$75,000 (Lowest)  
 Proposal B = \$100,000  
 Total Cost Points Available = 75 Points

Proposal A's Score:

1.  $\$75,000 / \$75,000 = 1$
2.  $1 \times 75 = 75$  Cost Points Awarded

Proposal B's Score:

3.  $\$75,000 / \$100,000 = .75$
4.  $.75 \times 75 = 56.3$  Cost Points Awarded

**\*All cost figures are purely hypothetical\***

	Total Cost	Points Awarded
<b>Proposal 1</b>	\$75,000	75
<b>Proposal 2</b>	\$100,000	56.3

***Stage 5: Preference Programs Adjustments***

The CPUC will determine and confirm which entities, if any, are eligible to receive a bidding preference. Points for eligible bidding preferences, as explained in the following **Section 5.B**, will be calculated and applied to the total score from Stage 4.

***Stage 6: Combining Proposer's Scores***

The CPUC will combine the points of each qualifying Proposer from Stage 2 for the Technical Review, Stage 3 for the Bidder Interviews, Stage 4 for the Cost Evaluation, and Stage 5 for the Preference Programs Adjustments to calculate the total final score for each qualifying Proposer. The maximum point value for the evaluation process is 250 points.

**B. PREFERENCE AND INCENTIVE PROGRAMS**

A Proposer may qualify for preference points described below.

***i. Disabled Veteran Business Enterprise Incentive***

The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete the STD. 843 Disabled Veteran Business

Enterprise Declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. The STD. 843, Disable Veteran Business Enterprise Declaration form is found at the following website: <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>. The STD. 843 must be completed and submitted with Proposal.

The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code (MVC) §999 et seq., and 2 California Code of Regulations (CCR) §1896.99 et seq. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed 100% DVBE participation is to receive the incentive. Bidders who are not responsive and not responsible are not eligible to receive the incentive.

The CPUC will apply this incentive to bids proposing the utilization of Department of General Services (DGS) Certified DVBE firms identified on the STD. 843, DVBE Declaration form. The information provided shall be verified by CPUC prior to the award of the RFP. When applying the 5% DVBE Incentive, a Non-Small Business shall not displace an award to a DGS Certified Small Business.

- 1) The CPUC will apply an incentive to bids proposing the utilization of DGS Certified DVBE firms identified on the Bidder Declaration, GSPD-05-105. Information provided on the Bidder Declaration, GSPD-05-105 shall be verified by CPUC prior to the award of the contract. The incentive amount is equal to a percentage of the lowest responsive and responsible Proposal based on the amount of DVBE participation in the Proposal being evaluated per the Tables below.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

- 2) When applying the DVBE incentive, a NSB shall not displace an award to a DGS Certified Small Business. Refer to SCM Vol. 2, Section 3.5.5 for DVBE incentive percentage details.

***ii. Small or Microbusiness Preference***

The Small Business preference provides certified small businesses and micro-businesses a calculation preference in the amount of five percent (5%) of the lowest,

responsible bid submitted by a Bidder who is not a certified small business. The small business preference is used as a calculation to determine the lowest Bidder and does not affect the actual price bid.

The awarding department will grant small business a five percent (5%) Small Business preference on a bid evaluation when a responsible non-small business has submitted the lowest-priced, responsive bid pursuant to the evaluation of a solicitation method when a small business:

- Includes in its bid a notification to the awarding department that it is a small business or that it has submitted to the DGS Office of Small Business and DVBE Services (OSDS) a complete application no later than 5:00 p.m. on the bid due date, and is subsequently certified by the Department of General Services as a small business;
- Submits a timely, responsive bid; and
- Has been determined to be a responsible Bidder.

Bidders having pending Small Business or DVBE Certification applications under review by the Department of General Services concurrent with the bid time frame should contact DGS/OSDS to request an expedite review/approval of their application in order to be considered for the small business preference during the evaluation of this bid. Contact DGS/OSDS at (916) 375-4940 to obtain information about the application expedite process.

Bidders must notify the Department in writing at the time of bid submission that they have an application for Small Business or DVBE certification under review at the DGS Office of Small and Disabled Veteran Business Certification, and they wish to be considered for the Small Business Preference Calculation.

Information on how to become certified as a small business, and other related information can be found online: <http://www.dgs.ca.gov/pd/Programs.aspx>. Proposers qualifying for this preference must submit a copy of their Small Business Certification.

### ***iii. Non-Small Business Preference***

Non-Small Business (NSB) Bidders will be granted a five percent (5%) non-small business preference on a bid evaluation when a responsible non-small business has agreed to subcontract at least 25 percent of their bid price with a California certified Small Business and if the non-small business Bidder's bid is not the lowest price bid, or when a Proposal has been ranked as the highest scored bid pursuant to the evaluation of the solicitation.

Responding Bidders must:

- Include in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more California certified small business(s),
- Submit a timely bid as specified in the bid document,

- Be determined to be a responsive, responsible Bidder and,
- Identify the California certified small business(s) it commits to subcontract with. The Bidder shall list certified SB subcontractors and include their name, address, phone number, a description of the work performed, and the percentage (as specified in the solicitation) per subcontractor.

Further information can be found on the Internet at:

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

***iv. Calculating Non-Small Business Preference***

The non-small business calculation preference five percent (5%) is used for bid evaluation purposes only and to the total contract cost. Awards made as a result of the NSB preferences shall be awarded at the Bidder's original bid price. The preference shall be computed as follows:

Bidder A, Lowest, not a certified small business: \$125,000

Bidder B, Non-small business, subcontract 25% to a certified small business: \$131,000

Preference Points Calculation:  $\$125,000 \times .05 = \$6,250$

Bidder B	\$131,000
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Subtract calculated preference - 6,250	
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Adjusted Bid for Bidder B	\$124,750
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***v. Ties Between Certified Small Business and DVBE Business***

In the event of a precise tie between the bid of a small business and the bid of a disabled veteran enterprise that is also a small business, the award shall go to the disabled veteran enterprise that is also a small business.

***vi. Maximum Allowable Preferences***

In no event shall the amount of the small business or non-small business subcontractor preferences awarded on a single bid exceed \$50,000, and in no event shall the combined cost of the small business or non-small business subcontractor preference and preferences awarded pursuant to any other provision of law exceed \$100,000. The five percent (5%) calculation preference is used for computation purposes only and does not alter or affect the actual bid price or the amount of the executed Contract. When a certified small business is the lowest responsive, responsible Bidder, then there is no need to compute the small business preference as the small business is the low Bidder.

***vii. Commercially Useful Function (Government code 14837)***

A certified small business, micro-business Contractor, subcontractor or supplier, must meet commercially useful function requirements under Government Code Section

14837(d) (4). Selected firms must perform a "commercially useful function" (CUF) relevant to this Contract.

The term "small business Contractor, subcontractor supplier" means any person or entity that satisfies the ownership (or management) and control requirements in accordance with Government Code Section 14847 (d) (4) and provides services or goods that contribute to the fulfillment of the Contract requirements by performing a commercially useful function. A person or an entity is deemed to perform a "commercially useful function" if that person or entity does all of the following:

- Is responsible for the execution of a distinct element of the work of the Contract;
- Carries out the obligation by actually performing, managing, or supervising the work involved;
- Performs work that is normal for its business services and functions; and
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A Contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the Contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in order to obtain the appearance of disabled veteran business participation.

#### ***viii. Bidder CUF Requirements***

The CPUC has determined to the best of its ability that your firm meets the criteria above for "commercially useful function." In responding to this solicitation, you are confirming that, under California Code of Regulations 1896.1, your business provides goods and or services that meet the definition of "commercially useful function." All Bidders are required to provide CUF documentation using the attached State's Bidder Declaration Form GSPD-05-105 (see **Attachment 6**). When completing the declaration, Bidders must identify all subcontractors proposed for participation in the Contract. Any Bidder awarded a Contract is contractually obligated to use the subcontractor for the corresponding work defined unless the State agrees to a substitution.

#### ***ix. Pending Small Business Certification***

If your firm is seeking small business certification in order to be considered for small business preference related to this solicitation, you must have: 1) notified the Department of General Services, OSDS that you are responding to a solicitation and are seeking an Expedite Review of your small business certification application in relation to the solicitation; 2) provided DGS OSDS with the bid key action dates page from the bid itself, and 3) must have submitted a complete application with all required forms and documentation to OSDS for review and approval by close of business of the Bid submittal due date.

Notify CPUC if, at the time of bid submission, your firm has a pending small business application with the Department of General Services, OSDS. The Department will verify your certification is pending or has been approved.

***x. Small Business Nonprofit Veteran Service Agencies (SB/NVSA)***

SB/NVSA prime Bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5% small business preference.

**C. AWARD AND PROTEST**

Prior to awarding the agreement, a “Notice of Intent to Award” will be posted in a public place at Commission headquarters, located at 505 Van Ness Avenue in San Francisco, Lobby, 1st Floor and posted on the CPUC website at: [www.cpuc.ca.gov](http://www.cpuc.ca.gov) on the date or about the indicated in the Key Action Dates.

An Intent to Protest letter from a Proposer must be received by the procurement representative cited on the solicitation no later than five (5) business days (excluding the first day and including the last day) from the date of the posting of Notice of Intent to Award. The Intent to Protest letter can be delivered by a postal service (United States Post Office, Federal Express, etc.), hand delivered by the Proposer, faxed, or sent by electronic mail and must bear the name and signature of the protestor.

Within five (5) calendar days from the date the Commission receives the Intent to Protest Letter, the protesting Proposer must file with the Department of General Services and the CPUC a Letter of Protest detailing the grounds for the protest. The only acceptable delivery method for the Letter of Protest is by a postal service (United States Post Office, Federal Express, etc.); it is recommended that protests be submitted by certified or registered mail.

The Letter of Protest must describe the factors that support the protesting Proposer’s claim that the protesting Proposer would have been awarded the contract had the Department correctly applied the prescribed evaluation rating standards in the RFP or if Department had followed the evaluation and scoring methods in the RFP. The Letter of Protest must identify specific information in the Proposal that the Proposer believes was overlooked or misinterpreted. The Letter of Protest may not provide any additional information that was not included in the original Proposal.

If a Letter of Protest is filed, the contract shall not be awarded until the Department has reviewed and resolved the protest.

The Department of General Services will render a decision of the Letter of Protest and the decision will be considered final.

The written protest must be sent to:

Department of General Services  
Office of Legal Services

707 Third Street, 7th Floor, Suite 7-330  
West Sacramento, California 95605  
FAX: (916) 376-5088

A copy of the detailed written statement should be mailed to:

California Public Utilities Commission  
**Attention: Wade Kong**  
505 Van Ness Avenue, Room 2008  
San Francisco, CA 94102

For detailed information regarding the protest process, see SCM Volume 1 Chapter 6.  
[http://www.documents.dgs.ca.gov/ols/SCM%202014/Chapter\\_6 -  
\\_Contract\\_Award\\_Protests.pdf](http://www.documents.dgs.ca.gov/ols/SCM%202014/Chapter_6_-_Contract_Award_Protests.pdf)

Upon award of the agreement and resolution of protest(s), if any, the awarded Contractor will be required to execute the Standard Agreement and other documentation as required. A sample of a Standard Agreement has been attached for reference.

**Standard Agreement** -STD. 213 - (See **Attachment 17**) – Contractor will be provided a complete standard agreement similar to the attachment upon the award of the contract. The agreement shall not include any contract language that has not been approved in advance in writing by the CPUC Procurement Official. The standard agreement will include at minimum, the following Exhibits:

1. Exhibit A – Scope of Work
2. Exhibit B – Budget Detail and Payment Provisions
3. Exhibit C – General Terms and Conditions
4. Exhibit D – Special Terms and Conditions
5. Exhibit E – Additional Provisions

## 6. ADMINISTRATIVE INFORMATION

### A. ADDENDUM

The State may modify the RFP prior to the date fixed for Final Proposals Due by issuance of an addendum. Addenda will be numbered consecutively. Only the latest version of the RFP documents, as may be modified by any addenda, will be the correct and valid RFP to which Bidders must be responsive.

### B. ELIGIBILITY

This RFP Secondary is an open solicitation for private entities, non-profit organizations, the University of California, California State University Foundations, and other governmental entities, and all agreements entered into with the State of California will include by reference the General Terms and Conditions (GTC 04/2017) available at [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx) and Contractor Certification Clauses (CCC 307 04/2017) available at [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx). The State's General Terms and Conditions (GTC-610 04/2017) are **not negotiable**.

### C. CONFIDENTIALITY

Bids are subject to the California Public Records Act and Bidders should be aware that marking a document "CONFIDENTIAL" or "PROPRIETARY" will not keep the document from being released unless an order by a Court specifically prevents its release by the State.

The content of hardcopy and electronic work papers and correspondence disclosing any part of a bid will be held in the strictest confidence until the Notice of Intent to Award is posted.

Any disclosure of confidential information by a State employee is a basis for disciplinary action, including dismissal from State employment, as provided by California Government Code § 19570 et seq.

### D. PAYMENT

Allowable costs for this contract shall be included in the approved Cost Sheet. Any invoiced item that is not included in the Cost Sheet will be denied.

### E. TRAVEL COSTS

Travel costs will not be reimbursed by the Commission separately. Proposers should incorporate travel costs into the price of each deliverable.

### F. RFP DEFINED

Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.

Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with this RFP's requirements.

An individual who is authorized to bind the proposing firm contractually shall sign the **Attachment 7**, Proposal/Proposer Certification Sheet. The signature must be in blue ink and indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

## **G. REJECTION OF PROPOSAL**

A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals. The State may waive any immaterial deviation in a proposal. The State's waiver of immaterial deviation shall in no way modify this RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that bidder. If there is reason for believing that collusion exists among the proposers, none of the participants in such collusion will be considered in this or any future procurements.

## **H. COST OF DEVELOPING PROPOSAL**

Costs incurred for developing proposals and in anticipation of the award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.

## **I. DISPOSITION OF PROPOSALS**

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The CPUC cannot prevent the disclosure of public documents. However, the contents of all proposals, correspondence, agenda, memoranda, and working papers, or any other medium which discloses any aspect of Bidder's proposal, shall be held in the strictest confidence until the notice of "Intent to Award" is released to the public.

## **J. MODIFYING OR WITHDRAWAL OF PROPOSAL**

A bidder may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in

the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.

A bidder may withdraw its proposal by submitting a written withdrawal request to the CPUC, signed by the bidder or an authorized agent. A bidder may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to the proposal submission deadline.

## **K. RFP CANCELLATION AND AMENDMENTS**

The CPUC reserves the right to reject all proposals for reasonable cause including cost. The agency is not required to award an agreement.

The CPUC may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.

If it is in the State's best interest, CPUC reserves the right to do any of the following:

Cancel this RFP;

Amend this RFP as needed; or

Reject any or all Proposals received in response to this RFP.

## **L. PRINTING SERVICES UNDER THIS RFP**

Printing services may be included in the cost portion of this RFP; HOWEVER, the contractor may not engage in any printing activity unless a waiver is provided by the Department of General Services, Office of State Publishing (OSP).

A contract awarded under this RFP requires that all printing services be sent to the Department of General Services, Office of State Publishing.

## **M. AUTHORIZATION**

Management Memo MM07-06: <http://www.dgs.ca.gov/osp/Resources/SAMMM.aspx>

All printing activity associated with this RFP is subject to review by the Office of State Publishing (OSP). OSP has the first right of refusal for any printing jobs associated with the work contracted under this RFP. The OSP will determine whether or not to accept a printing request upon review of the following print specifications. Unless the OSP grants a specific or general waiver, the OSP will complete all printing requests.

A contract awarded under this RFP does not authorize any printing activity performed by the prime or sub-contractor. Printing activity as defined under DGS Management Memo 07-06 issued on 6/21/2007 under the State Administrative Manual is not authorized and shall not be reimbursed under this contract.

State agencies must now procure printing services through the Office of State Publishing (OSP). In order to ensure compliance, departments and agencies must first contact the OSP to determine if the OSP can provide the printing services in question.

If a waiver is submitted to and approved by DGS, Office of State Printing, contract awarded under this RFP may be amended in writing to allow printing activity.

## **N. SMALL BUSINESS/DVBE SUB-CONTRACTED PRINTERS**

DVBE or Small Business sub-contracted printers cannot be used to meet the minimum DBVE and/or Small Business participation requirements under this RFP.

DVBE or Small Business printers will not be factored into the Evaluation Process and will not be used in the calculation of the DBVE or Small Business requirements.

If a bidder submits a DVBE or Small Business printer and printing activity becomes authorized under the executed contract, the amount associated in whole or in part may be used to satisfy the minimum DVBE or Small Business participation requirements at time of audit.

## **O. AGREEMENT EXECUTION AND PERFORMANCE**

Service shall start not later than the express date set by the CPUC and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.

All performance under the agreement shall be completed on or before the termination date of the agreement.

**The State does not accept alternate contract language from a prospective contractor.** A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) (see Exhibit C) are not negotiable.

A proposal with such language will be considered a counter proposal and will be rejected.

No oral understanding or agreement shall be binding on either party.

## ATTACHMENT 1: PROPOSAL CHECKLIST

To assist Proposers and the CPUC in verifying the completeness of the bid, Proposer will include this checklist with their proposal. A responsive Proposal shall consist of an original copy of all the required items identified below. Mark the box to indicate each item submitted.

The original proposal must be marked "MASTER." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. Submit five (5) copies, marked or identified as "COPY" with the original proposal.

### Required Documents for Evaluation

- Proposer Business Information and Cover Letter
- Proposal Checklist (Attachment 1 - this document)
- Conflict of Interest Statement (see Attachment 2)
- Attached Conflict of Interest Documentation (if applicable, see RFP Section 2.C.)
- Minimum Qualifications and documentations (see Attachment 3)
- References Sheet (see Attachment 4)
- Resumes for all Proposed Team Members (Including Sub-Contractor Staff)
- Summary of Relevant Team Experience
- Work Plan and Narrative (as described in RFP Section 4.A.)
- Sample Report(s) from Previous Client(s)
- Deliverables Cost Sheet (see Attachment 10)

### Required Attachments

- DVBE Declarations – STD 843 (see Attachment 5)
- Bidder Declaration – GSPD-05-105 (see Attachment 6)
- Proposal/Proposer Certification Sheet (see Attachment 7)
- Darfur Contracting Act Requirements, if applicable (see Attachment 8)
- Small Business Affidavit, if applicable (see Attachment 9)
- Contractor Certification Clauses – CCC 04/2017 (see Attachment 11)
- Commercially Useful Function Certification (see Attachment 12)
- California Civil Rights Law Certification (see Attachment 13)
- Payee Data Record (STD 204) (see Attachment 14)

## **ATTACHMENT 2: CONFLICT OF INTEREST STATEMENT**

**State of California**

**California Public Utilities Commission**

**Bidder Conflict of Interest Certification**

**RFP 17PS5004**

**Aliso Canyon Economic Analysis**

By submitting this Conflict of Interest Statement with its proposal, the undersigned bidding entity certifies the following:

1. The bidder and its proposed team members, including employees, subcontractors, and/or anyone performing work under this RFP and/or any resulting Agreement, are in compliance with Public Contract Code §§10410 and 10411;
2. The bidder and its proposed team members, including employees, subcontractors, and/or anyone performing work under this RFP and/or any resulting Agreement, will refrain from entering into any relationship that could result in a conflict of interest pursuant to the terms of this RFP or any resulting Agreement;
3. The bidder and its proposed team members, including employees, subcontractors, and/or anyone performing work under this RFP and/or any resulting Agreement, have provided a full disclosure regarding any and all potential conflicts of interest under the terms of this RFP; and
4. The bidder will notify the Commission's Project Manager promptly of any potential conflict of interest that may arise in the future during the pendency of any Agreement, including employees, subcontractors, and/or anyone performing work for the bidder under this RFP and/or any resulting Agreement. The CPUC may terminate any individual, firm or this Agreement, if such a conflict is found.

Legal Name of Bidder: \_\_\_\_\_

Signed by: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

### ATTACHMENT 3: MINIMUM QUALIFICATIONS

I, \_\_\_\_\_, certify that \_\_\_\_\_ fulfills the following minimum qualifications and have attached documentation to verify each qualification as required:

Qualification	Please check appropriate boxes:
1. The proposing organization and all key members of the proposal team have read and understand the Conflict of Interest provisions specified by the Fair Political Practices Commission (FPPC) as identified in the Conflict of Interest presentation located at <a href="http://www.fppc.ca.gov">http://www.fppc.ca.gov</a>	<input type="checkbox"/> Attachment 2: Conflict of Interest Statement Completed and Signed
2. Is registered as a private entity, non-profit organization, the University of California, California State University Foundation, or other governmental entities: <ul style="list-style-type: none"> <li>• If the Proposer is a tax exempt 501 (c)(3) non-profit corporation, show documentation that the proposer is duly registered with the California Secretary of State;</li> <li>• if Proposer is a governmental organization, Proposer must submit written certification that it is authorized under governing law to contract to provide services pursuant to this solicitation.</li> </ul>	<input type="checkbox"/> IRS determination letter for 501(c)(3) non-profit corporation status attached <input type="checkbox"/> Local government entity certification attached <input type="checkbox"/> Secretary of State registration attached <input type="checkbox"/> N/A
3. If awarded the contract, the proposer agrees to sign a Confidentiality Statement with CPUC for the use of data.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Proposer includes all required documents for this solicitation as indicated in the Proposal Checklist; all required documents are submitted with proper signatures when required and documentations for verification.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT 4: REFERENCES SHEET

### REFERENCE DETAILS

Respondent will submit requested information for references where respondent provided similar services to the referenced party in the last five years. If three references cannot be provided, please explain why three references cannot be provided on an attached sheet of paper.

#### REFERENCE 1

Name of Firm:	City:	State:	Zip Code:
Street Address:	Alternate Contact Person (Name and Title):		
Contact Person (Name and Title):	Telephone Number:	Email Address:	Value or Cost of Service:
Telephone Number:	Description of Service Provided:		
Email Address:			
Dates of Service:			

#### REFERENCE 2

Name of Firm:	City:	State:	Zip Code:
Street Address:	Alternate Contact Person (Name and Title):		
Contact Person (Name and Title):	Telephone Number:	Email Address:	Value or Cost of Service:
Telephone Number:	Description of Service Provided:		
Email Address:			
Dates of Service:			

#### REFERENCE 3

Name of Firm:	City:	State:	Zip Code:
Street Address:	Alternate Contact Person (Name and Title):		
Contact Person (Name and Title):	Telephone Number:	Email Address:	Value or Cost of Service:
Telephone Number:	Description of Service Provided:		
Email Address:			
Dates of Service:			

# ATTACHMENT 5: DVBE DECLARATIONS (STD 843)

This form is available at:

<https://www.dgsapps.dgs.ca.gov/OSP/StatewideFormsWeb/Forms.aspx>

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

## DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 11/2008)

**Instructions:** The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

### SECTION 1

Name of certified DVBE: \_\_\_\_\_ DVBE Ref. Number: \_\_\_\_\_

PO/Contract Description (materials/supplies/services/equipment): \_\_\_\_\_

Solicitation/Contract Number: \_\_\_\_\_ SCPRS Ref. Number: \_\_\_\_\_  
(FOR STATE USE ONLY)

### SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

- I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)

\_\_\_\_\_  
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: \_\_\_\_\_  
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: \_\_\_\_\_ Address: \_\_\_\_\_

### SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

- Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in Military and Veterans Code 999.2, subsections (c) and (g). Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name) (Signature) (Date Signed)

\_\_\_\_\_  
(Address of Owner) (Telephone Number of Owner) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

Page \_\_\_ of \_\_\_

## **ATTACHMENT 6: BIDDER DECLARATION (GSPD-05-105)**

All bidders must complete the Bidder Declaration GSPD-05-105 and include it with their proposal. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

A copy of the Bidder Declaration GSPD-05-105 and its instructions, are provided on the next two pages. Please read the instructions carefully. The form with its instructions is also available in PDF format on the DGS website:

[www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf)

**BIDDER DECLARATION**

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): \_\_\_\_\_ or None  (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes  No  (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes  No   
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes  No  N/A

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
				0%	<input type="checkbox"/>	<input type="checkbox"/>
				0%	<input type="checkbox"/>	<input type="checkbox"/>
				0%	<input type="checkbox"/>	<input type="checkbox"/>

**CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.**

## BIDDER DECLARATION INSTRUCTIONS

### All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

**1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit/Veteran Service Agency (NVSAs)
- Disabled Veteran Business Enterprise (DVBE)

**1.b.** Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

**Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.**

**1.c.** This item is only to be completed by businesses certified by California as a DVBE.

- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
- (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

**2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page \_\_\_\_ of \_\_\_\_" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.

### 2. (continued) Column Labels

**Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

**Subcontractor Address & Email Address**—Enter the address and if available, an Email address.

**CA Certification (MB, SB, NVSA, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on this website ([www.eprocure.pd.dgs.ca.gov](http://www.eprocure.pd.dgs.ca.gov)).

**Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

**Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

**Good Standing?**—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

**51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

**Read the certification at the bottom of the page and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.**

## ATTACHMENT 7: PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package. **The "Master" of the bid must bear an original signature on this page.**

### Proposer's Certification:

I hereby certify that:

1. Our all-inclusive cost proposal is submitted as detailed in the Cost Sheet in a separately sealed envelope marked **"Do Not Open" with the RFP number and name.**
2. All required attachments for the RFP are included with this certification sheet.
3. I have read and understand the California Disabled Veteran Business Enterprise (DVBE) Participation Program and Small Business (SB) Preference Program requirements and have included documentation demonstrating that I have met the participation goals.
4. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal (bid) document. The signature below authorizes the verification of this certification. See next page for instructions for completing this Proposal Certification Sheet.

**An unsigned, incomplete, or missing Proposal/Proposer Certification Sheet may be cause for rejection**

1. Company Name	2. Telephone Number (    )	2a. Fax Number (    )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		

10. Proposer's Name (Print)	11. Title
12. Signature	13. Date
<p>14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:</p> <p>a. California Small Business Enterprise  Yes <input type="checkbox"/> No <input type="checkbox"/>  If yes, enter certification number: _____</p> <p>b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>  If yes, enter your service code below: _____</p> <p><b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked <b>"Yes"</b>.</p> <p>Date application was submitted to OSBCR, if an application is pending: _____</p>	

### Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
<b>5</b>	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
<b>6</b>	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9</b>	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
<b>10,11 12, 13,</b>	Must be completed. These items are self-explanatory.
<b>14</b>	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

## ATTACHMENT 8: DARFUR CONTRACTING ACT CERTIFICATION

### DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal. If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

### OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

### OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

## ATTACHMENT 9: SMALL BUSINESS AFFIDAVIT

A Bidder desiring to claim the Small Business Preference must complete this Attachment 8 and return it with the Final Proposal. All firms claimed as Small Businesses must have their complete certification information submitted to the California Department of General Services (DGS) by the date and time that Final Proposals are due.

If the small business program is required under the terms of the RFP –or- if the small business preference determines the award of the contract, the small business certification must be provided prior to the award of a contract to the bidder.

If no small business certification is produced, then the bidder will be declared non-compliant and the next highest bidder shall be selected.

1. Are you claiming preference as a DGS certified Small Business?

Yes                       No

If “Yes” submit your DGS Small Business certification number: \_\_\_\_\_

2. Are you a non-small business claiming small business preference by committing to at least 25% DGS certified Small Business subcontractor and/or supplier participation?

Yes                       No

If “Yes” on *Attachment 5: Bidder Declaration (GSPD-05-105)*, for each DGS certified Small Business subcontractor or supplier, identify:

- 1) Subcontractor or supplier name
- 2) Contact person
- 3) Mailing address
- 4) Phone number, fax number and email address
- 5) DGS Small Business certification number
- 6) A copy of the Small Business Certification from DGS website
- 7) Description of the work to be performed and/or products

## **ATTACHMENT 10: DELIVERABLES COST SHEET**

Bidder shall include all authorized costs to perform the scope of work indicated in RFP Section 3. The Proposer is responsible to fill out the Deliverables Cost Sheet below with the total dollar amounts for each deliverable line item.

**This RFP is for Non-IT Services only. The RFP does not authorize the inclusion of any goods, supplies and equipment.** The contractor is responsible to provide all supplies and equipment associated with the requirements under this RFP. The hourly rate for each team member shall be listed as fully-loaded rates. Other non-staff costs should also be itemized and addressed in the cost narrative.

In the Cost Sheets, Proposers shall identify the following elements:

5. Name of staff assigned, project role, and hourly rate of all the team members who will perform the scope of work indicated in Exhibit A and are identified in Bidder's organization chart submitted with this RFP;
6. Estimated number of hours to be spent by each team member on each deliverable;
7. Total non-staff costs including travel; and
8. Total final cost for each deliverable.

The template below is filled in with deliverables listed in the Scope of Work. The template should be edited to accurately represent the key staff assigned to each task.

## Deliverables Cost Sheet

Project Role	Name	Hourly Rate
Team member 1	A	\$
Team member 2	B	\$
Team member 3	C	\$

Deliverables	Estimated Hours			Total Staff Cost	Total Other Costs	Total Amounts
	A	B	C			
1) Progress Reports and Updates						\$
2) Stakeholder Workshops						\$
3) Public Participation Hearing						\$
4) Draft Reports – Economic Analysis						\$
5) Final Report – Economic Analysis						\$
6) Unanticipated Tasks						\$
<b>TOTAL AMOUNT DELIVERABLES:</b>						<b>\$</b>

## ATTACHMENT 11: CONTRACTOR CERTIFICATION CLAUSES (CCC-04/2017)

### CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

### CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor

or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## ATTACHMENT 12: COMMERCIALLY USEFUL FUNCTION CERTIFICATION

### Bidder to complete a separate certification for each small business (SB) or Disabled Veterans Business Entity (DVBE)

*CUF statute (Government Code 14837 and Military and Veterans Code 999) requires that the contractor and subcontractor be responsible for the execution of a distinct element of the work. Examples include but are not limited to: some aspect of project management, public outreach, IT hardware/software programming or product installation, or providing supplies/goods needed to carry out the contract work such as construction, janitorial or laboratory supplies. In any case, the services or goods need to be directly associated with the scope of work.*

Name of DVBE/SB Supplier: \_\_\_\_\_ Certification No: \_\_\_\_\_

1. Is the specific work to be provided by this small business and/or DVBE supplier: (Check either "Yes" or "No" to both questions)	Yes	No
i. Complete a distinct element of the bidder's proposal? –and–		
ii. Specifically delineated and described in the bidder's proposal		
a. List the specific services will this SB and/or DVBE supplier provide?		
b. What is this SB and/or DVBE supplier's function in relation to the scope of work (e.g. Training, Transportation, Installation, Ordering, Delivery, etc.)?		
c. Provide support and justification that the services to be performed by this supplier in the proposal are consistent with this SB and/or DVBE normal business activities? (e.g. UNSPSC, certifications, resumes, licenses, educational degrees, website, marketing materials, past performance, etc.).		
2. On the Bidder Declaration form (GSPD-05-105 or GSPD-05-106), has the supplier committed to its obligation (signed and submitted) to actually perform, manage, and/or supervise the work? (Check either "Yes" or "No.")	Yes	No
3. Does the Bidder Declaration form (GSPD-05-105 or GSPD-05-106) indicate that this supplier will be responsible with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment? (Answer questions below; then check either "Yes" or "No.")	Yes	No

- a. If this is a service with no goods involved, then check Yes for question #3 and proceed to question #4. If goods are involved, proceed to b.
- b. With regard to the distinct element of work described in question #1, does this supplier have products, inventories, materials or supplies for the contract? If Yes, go to c; else answer No to #3.
- c. Check the following that are services with respect to the goods will be provided by the DVBE/SB:
  - 1. \_\_\_ Negotiating price
  - 2. \_\_\_ Determining quality and quantity
  - 3. \_\_\_ Ordering
  - 4. \_\_\_ Installing (only if applicable)
  - 5. \_\_\_ Making payment

4. Is this SB/DVBE supplier further subcontracting a portion of the work that is greater than normal industry practice? Refer to supplier's Bidder Declaration. (Answer questions below; then check either "Yes" or "No.")	Yes	No

- a. Is this SB/DVBE supplier performing all of the work list in question #1? (If yes, then check Yes for question # 4; If no, proceed to question b.
- b. Is this SB/DVBE supplier subcontracting a portion of work that is normal for industry practices? (Answer Questions below) If yes, then check Yes for question #5. If no, then check No for question #5.)

What percentage of the goods or services will be subcontracted by the SB/DVBE?

What specific goods or services will be subcontracted by the SB/DVBE?

**COMPLIANCE DETERMINATION**

CPUC Project Manager/Evaluation CUF Review: Is this SB/DVBE CUF Compliant?  Yes  No

<i>Date</i>	<i>Signature</i>	<i>Name and Title of Project Manager</i>
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CPUC Contracts Officer CUF Review: Is this SB/DVBE CUF Compliant?  Yes  No

<i>Date</i>	<i>Signature</i>	<i>Name and Title of Project Manager</i>
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*Comments:*

CPUC Contracts Manager Review: Is this SB/DVBE CUF Compliant?  Yes  No

*Date*

*Signature*

*Name and Title of Project Manager*

*Comments:*

## ATTACHMENT 13: CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

### CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

#### CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	



1	<p><b><u>Requirement to Complete Payee Data Record, STD. 204</u></b></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><b><u>Are you a California resident or nonresident?</u></b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:      Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov      For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><b><u>Privacy Statement</u></b></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

## ATTACHMENT 15: PROPOSAL SCORING CRITERIA

Name of Proposer \_\_\_\_\_

Name of Scorer/ Rater \_\_\_\_\_ Region \_\_\_\_\_

### SCORING SHEET

#### Summary of Categories and Point Value (250 Points)

- Stage 1: Compliance Check and Minimum Qualifications (pass/fail)
- Stage 2: Technical Evaluation (150 points)
  - 2.1. Proposer/Team Qualifications (60 points)
  - 2.2. Approach and Workplan (90 points)

For Proposers receiving the minimum of 100 points from Stages 2 above:

- Stage 3: Bidder Interviews (25 points)
- Stage 4: Cost Evaluation (75 points)
- Stage 5: Preference Program Adjustments
- Stage 6: Combining Proposer's Scores

**Stage 1: Compliance Check**

Each proposal will be checked for the inclusion of required information in conformance with the submission requirements. Each proposal will also be reviewed to determine if the proposer team meets administrative compliance requirements. Proposers that are scored as a “Pass” for all components will continue to Stage 2. Proposers that are scored as a “Fail” for any component will be deemed non-compliant and will not be eligible to receive an award.

<b>Stage 1: Administrative Compliance</b>		
<b>Criteria:</b>	<b>Fail</b>	<b>Pass</b>
All required administrative documents are present and materially compliant with the general submission requirements of this RFP (refer to Attachment 1).	No	Yes
The Proposer is registered as a private entity, non-profit organization, the University of California, California State University Foundation, or other governmental entities.	No	Yes
The Proposer has submitted required documentation supporting Proposer’s eligibility to complete the Scope of Work under this solicitation.	No	Yes
The Proposer certifies that the project team fulfills the minimum qualifications and has attached documentation to verify each qualification.	No	Yes
<b>RESULT:</b>		

**Stage 2: Technical Evaluation (150 points)**

Proposers can receive up to 150 possible points. Points are combined from the Proposer’s Team Qualifications (includes Project Team Description and Experience, and Desired Qualifications), and Approach and Workplan (includes all Deliverables).

Proposers who have passed Stage 2 with the required minimum point value of 100 will move to Stage 3: Bidder Interviews. Proposers that did not receive the minimum point value of 100 will be deemed non-compliant and will not be eligible to receive an award.

Below is a summary scoring sheet by section followed by scoring sheets for each item within all sections.

<b>Section</b>	<b>Point Value of Component</b>	<b>Point Value Earned</b>
2.1. Proposer’s Team Qualifications: <ul style="list-style-type: none"><li>• Project Team Description and Experience</li><li>• Desired Qualifications</li><li>• Sample Report</li></ul>	60	
2.2. Approach & Workplan <ul style="list-style-type: none"><li>• Workplan Narrative</li><li>• Detailed Workplan</li></ul>	90	
<b>Total Stage Two</b>	<b>150</b>	

<b>2.1. Proposer's Team Qualifications (60 points)</b>					
<b>Organization Description</b>	Fail	Poor	Fair	Good	Outstanding
Project Team Description, Organization & Governance: Proposer provides a detailed project organization chart and description of its team organizations and key personnel and clearly shows the specific role that each team member will have in performing the project functions and a detailed explanation of the mechanisms of how each team member will be held accountable for performance.	0-2	3-4	5-6	7-8	9-10
<b>Desired Qualifications</b>	Fail	Poor	Fair	Good	Outstanding
Proposer demonstrates understanding, experience, expertise, and capacity in administering projects similar in scope and size, and a record of success in administering similar projects and analyses.	0	1	2	3-4	5
Proposer demonstrates understanding, experience, expertise, and capacity in working with gas and electricity data input.	0-2	3-4	5-6	7-8	9-10
Proposer demonstrates experience, expertise, and capacity developing and conducting community forums to effectively and efficiently solicit community and stakeholder input on complex issues and communicating and working with stakeholders in the oil, natural gas, and energy industries.	0-2	3-4	5-6	7-8	9-10
Proposer demonstrates experience, expertise, and capacity in developing models to assess the market, consumer, and economic impact of significant changes to the natural gas or related markets.	0-3	4-7	8-10	11-13	14-15
<b>Sample Reports</b>	Fail	Poor	Fair	Good	Outstanding

<p><b>Economic Analysis Sample</b>  The sample fully demonstrates Proposer’s skills, knowledge, and capabilities in performing the economic analysis required. The sample report is similar in Scope of Work and size to this solicitation and is for recently completed or current (within the past 5 years) client projects. The sample report is the work of at least one member of the proposed team and the member(s) is a significant contributor.</p>	0-2	3-4	5-6	7-8	9-10
<p><b>Maximum Points Possible: 60</b></p>	<b>TOTAL SCORE:</b>				

<b>2.2. Workplan Narrative and Workplan (90 points)</b>					
<b>Workplan Narrative</b>					
<b>Deliverable 1: Progress Reports and Updates</b>	Fail	Poor	Fair	Good	Outstanding
Proposer describes in detail the approach to execute project oversight and plan to coordinate with subcontractors to ensure the successful execution of this contract.	0-2	3-4	5-6	7-8	9-10
Proposer describes in detail how they will meet the project management requirements to provide and implement a well-organized and complete plan for all activities, tasks, and milestones.	0	1	2	3-4	5
Proposer clearly identifies anticipated barriers and strategies to overcome those barriers.	0	1	2	3-4	5

<b>Deliverable 2-3: Stakeholder Workshops/Public Participation Hearing</b>					
Proposer describes in detail the approach to effectively communicate with the various stakeholders and present draft reports to the community of various stakeholders and how they will solicit feedback for further revisions of the reports.	0-2	3-4	5-6	7-8	9-10
Proposer describes in detail the plan to structure the workshop presentation to ensure that all data and information necessary for the selection of scenarios and inputs will be gathered.	0-2	3-4	5-6	7-8	9-10
Proposer describes in detail the overall approach to present the initial understanding of the analysis, data assumption issues, and other relevant methodology to ensure transparency.	0-2	3-4	5-6	7-8	9-10
<b>Deliverable 4-5: Draft and Final Reports of the Economic Analysis</b>					
Proposer describes in detail the approach to use information gathered from the workshops to develop the scenarios report for the economic analyses and to create necessary data requests.	0-2	3-4	5-6	7-8	9-10
Proposer describes in detail the approach to perform the analyses using the requested data to provide all requested information under this solicitation; proposer clearly describes the approach to ensure that the draft report fully details results under each selected scenarios.	0-3	4-7	8-10	11-13	14-15

Proposer describes in detail the approach to develop final reports that will incorporate feedback from the Stakeholder Workshops and Public Participation Hearing; addressing issues that members of the public raise and how feedbacks have been considered or addressed.	0	1	2	3-4	5
<b>Workplan</b>	Fail	Poor	Fair	Good	Outstanding
2.2.16. The workplan clearly delineates in a logical and realistic manner the tasks, activities, and resources required to meet RFP requirements; the workplan timeline is well-organized, detailed, comprehensive, and details each task necessary leading up to the submission of the final reports.	0	1	2	3-4	5
2.2.17. The Proposer clearly identifies the staff responsible for each activity and task described in the workplan.	0	1	2	3-4	5
<b>Maximum Points Possible: 90</b>	<b>TOTAL SCORE:</b>				

**Stage 3: Bidder’s Interview (25 points)**

Scoring will be based on the Bidder’s overall presentation and the specific explanation of the approach for the analysis under this solicitation. Proposers must obtain a minimum of 17 points in this stage to move on to Stage 4: Cost Evaluation. Proposers that did not receive the minimum point value of 17 will be deemed non-compliant and will not be eligible to receive an award.

The following scoring criteria will be used:

<b>Bidders Interview (25 points)</b>					
<b><u>Introduction and Proposal Presentation</u></b>	Fail	Poor	Fair	Good	Outstanding
Thorough and clear presentation made with the participation of all key team members present. Presentation provides an overview of the complex aspects of the project that is accessible and understandable to a non-technical audience.	0	1	2	3-4	5
Presentation provides a detailed overview of the approach to perform the economic analysis that is clear and understandable to a non-technical audience.	0	1	2	3-4	5
Proposer provides a detailed explanation of the workplan; and clearly describes how the workplan will be implemented and how the deliverables will be completed in a timely manner if awarded and upon contract execution.	0	1	2	3-4	5
<b><u>Proposal Questions and Answers</u></b>					
Proposer clearly demonstrates their skills in providing high quality responses in a clear, logical, and timely manner; Proposer provides detailed and complete answers to general questions asked on the qualifications, experience, workplan, and approach/methodology of the Proposer's Team.	0-2	3-4	5-6	7-8	9-10
<b>Maximum Points Possible: 25</b>	<b>TOTAL SCORE:</b>				

**Stage 4: Cost Evaluation (75 points)**

The Proposal offering the lowest total cost earns the maximum component points, with points then awarded through a cost conversion formula. The following example shows the formula used to calculate the award of cost points:

Cost Evaluation (75 points)		
Proposer	Bid Amount	Lowest Bid = Maximum 75 points (example) Lowest Bid /Current Bid x 75 = cost points
A	\$100	Lowest Bid = Maximum of 75 points
B	\$120	$\$100 \div \$120 \times 75 = 62.5$ pts.
C	\$150	$\$100 \div \$150 \times 75 = 50$ pts.

### Stage 5: Preference Programs Adjustments

#### Sample Adjustments

Total Points						
Proposer	Proposer Bid Amount	Preference Program Eligibility			Adjusted Bid Amount*	Conversion Points
		DVBE	SB/MB	NSB		
A	\$100	NA	NA	3%	\$100**	Lowest Bid = Maximum of 75 points
B	\$120	NA	NA	NA	\$120	$\$100 \div \$120 \times 75 = 62.5$ pts.
C	\$150	5%	NA	NA	\$145	$\$100 \div \$145 \times 75 = 51.7$ pts.

\*The adjusted bid amount is only used for the purpose of Preference Programs Adjustments and does not reflect the final contract cost.

\*\*There is no adjustment to Proposer A because their bid is already the lowest of the three.

## ATTACHMENT 16: COVERED ENTITIES

Below is a list of parties under the Proceeding I1702002 referred to in **Section 2.C: Conflict of Interest**. Visit the following link for the most updated list of parties:

[https://ia.cpuc.ca.gov/servicelists/I1702002\\_84123.htm](https://ia.cpuc.ca.gov/servicelists/I1702002_84123.htm)

Association of California Community and Energy Services (ACCES)
<b>Alliance for Retail Energy Markets (AREM):</b> Electric Service Providers active in the California’s direct access market
<b>California Energy Storage Alliance (CESA):</b> Members include 8minutenergy Renewables, Adara Power, Advanced Microgrid Solutions, AES Energy Storage, AltaGas Services, Amber Kinetics, Bright Energy Storage Technologies, BrightSource Energy, Brookfield, Consolidated Edison Development, Inc., Customized Energy Solutions, Demand Energy, Doosan GridTech, Eagle Crest Energy Company, East Penn Manufacturing Company, Ecoult, ElectrIQ Power, ELSYS Inc., eMotorWerks, Inc., Energport, Energy Storage Systems Inc., Enphase Energy, GE Energy Storage, Geli, Green Charge Networks, Greensmith Energy, Gridscape Solutions, Gridtential Energy, Inc., Hitachi Chemical CO., IE Softworks, Innovation Core SEI, Inc. (A Sumitomo Electric Company), Johnson Controls, LG Chem Power, Inc., Lockheed Martin Advanced Energy Storage LLC, LS Power Development, LLC, Magnum CAES, Mercedes-Benz nergy, National Grid, NEC Energy Solutions, Inc., NextEra Energy Resources, NEXTracker, NGK Insulators, Ltd., NICE America Research, NRG Energy, Inc., OutBack Power Technologies, Parker Hannifin Corporation, Qnovo, Recurrent Energy, RES Americas Inc., Sharp Electronics Corporation, SolarCity, Southwest Generation, Sovereign Energy, Stem, Sunrun, Swell Energy, UniEnergy Technologies, Wellhead Electric, and Younicos.
California Independent System Operator (CAISO)
California Manufacturers & Technology Association (CMTA): represents the interests of 25,000 large and small manufacturers in California
City of Long Beach
City of Los Angeles
City of Los Angeles, Water & Power Division of the Office of the Los Angeles City Attorney
Coalition of California Utility Employees
Consumer Watchdog
County of Los Angeles
Environmental Defense Fund
Food & Water Watch
Herbert Emmrich

Imperial Irrigation District
Independent Energy Producers Association
<b>Indicated Shippers:</b> Member companies include California Resources Corp., Chevron U.S.A. Inc., ConocoPhillips Company, PBF Energy Western Region, Phillips 66 Company, Tesoro Refining & Marketing Company LLC.
Issam Najm
Los Angeles Area Chamber of Commerce (LA Chamber)
Los Angeles County Business Federation (BizFed)
Office of Ratepayer Advocates (ORA)
Orange County Business Council (OCBC)
Paul E. Hunt
Protect our Communities Foundation
Save Porter Ranch
<b>Sempra Energy:</b> San Diego Gas & Electric, Southern California Gas Company, Sempra U.S. Gas and Power, Sempra International, and any other Sempra parent or affiliate
Shell Energy North America
Sierra Club
Southern California Edison Company
<b>Southern California Generation Coalition:</b> Members include local publicly owned utilities that depend upon reliable SoCalGas deliveries of natural gas for electric generation in southern California.
Southwest Gas Corporation
The Utility Reform Network (TURN)
Utilities Consumers' Action Network (UCAN)
Valley Industry and Commerce Association (VICA)

## ATTACHMENT 17: STANDARD AGREEMENT

STD 213 (Rev 06/03)

	AGREEMENT NUMBER
	REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: \_\_\_\_\_ through \_\_\_\_\_

3. The maximum amount of this Agreement is: \$ \_\_\_\_\_

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	page(s)
Exhibit A – Resume – Attachment (1)	page(s)
Exhibit B – Budget Detail and Payment Provisions	page(s)
Exhibit B – Attachment (1) – Budget/Cost Sheet	page(s)
Exhibit C – General Terms and Conditions – 610	page(s)
Exhibit D Special Terms and Conditions	page(s)
Exhibit E – Additional Provisions	page(s)

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME <i>(if other than an individual, state whether a corporation,</i>		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Public Utilities Commission		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING Executive Director		
ADDRESS 505 Van Ness Avenue, San Francisco, CA 94102		

Exempt per:

**EXHIBIT A – SCOPE OF WORK**

This Exhibit shows the Scope of Work template that would be filled out upon contract award.

1. Contractor agrees to provide to the California Public Utilities Commission (CPUC) services as described herein:
  
2. The services shall be performed at the CPUC’s headquarters, the contractor’s office, and other places as needed in performing the services of this contract.
3. The services shall be provided during mutually agreed upon working hours.
4. The project representatives during the term of this agreement will be:

State Agency:	Contractor:
Name:	Name:
Phone:	Phone:
E-mail:	E-mail:
Fax:	Fax:

Direct all inquiries to:

State Agency Public Utilities Commission	Contractor:
Section/Unit: Contracts Office	Section/Unit:
Attention:	Attention:
Address: 505 Van Ness Ave, 2 <sup>nd</sup> Floor San Francisco, CA 94102	Address:
Phone:	Phone:
E-mail:	E-mail:
Fax:	Fax:

5. Contractor will perform the following tasks as determined to be necessary by CPUC staff and the CPUC Project Manager:

## EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in the Cost Sheet, which is attached hereto and made an integral part of this Agreement.

B. Compensation

As compensation for the satisfactory completion of the services as specified in **Exhibit A**, Contractor shall be entitled to a sum not to exceed the agreed upon contract amount by both CPUC and Contractor unless the amount is increased by amendment hereto as provided in Exhibit C. Payments not to exceed this total sum shall be made as set forth in the approved Cost Proposal Sheet. Billing rates shall be as specified in the Cost Proposal Sheet and made an integral part of the contract.

C. Testifying

If the CPUC directs the Contractor to testify in support of the Contractor's work product(s), the Contractor shall be compensated for services related to the preparation and offer of testimony as described in **Exhibit A** at the rates specified in the contract. Payment for attendance at such occasions shall be made only for those persons specified by the Commission's Project Manager.

D. Travel and Other Expenses

State will reimburse Contractor for reasonable travel expenses incurred in the performance of this Agreement. Reasonable travel expenses are defined as transportation, lodging, meals and incidental expenses in conformance with State rules and regulations. Travel expenses will be reimbursed at the same rate as provided for State management (excluded or non-represented) employees as outlined in Standard Form 262. Total expenses claimed under this Agreement shall be included in the total amount encumbered under this Agreement.

E. Invoices

Invoices shall include the Agreement Number and shall be signed and submitted in quadruplicate (including original invoice) not more frequently than monthly in arrears to:

California Public Utilities Commission  
Fiscal Office, Room 3000  
505 Van Ness Avenue  
San Francisco, CA 94102  
ATTN: Account Payable Technician

Said invoices will be subject to verification and approval by the Commission's Contract Manager and Project Managers, and shall include the name, address, and Federal tax identification number of the Contractor. Invoices shall also include a summary identifying

the amount claimed for each task, the category(s) of professional services as identified in Contractor's work plan proposal, the number of hours claimed for each task and the total claimed, a description of the labor services provided, the amount of the invoice, and an authorized Contractor signature. The invoice must also include a brief narrative progress report describing the context of the work completed during the invoice period. Travel expenses will be claimed in accordance with the regulations specified in Section 2.D above.

Any invoiced items of the awarded bidder (or the Contractor), which are not included in the accepted Cost Sheet, will automatically be rejected and denied for invoice payment.

Progress payment will be made monthly, in arrears, on the basis of work performed towards completion of the contract deliverables. Ten percent (10%) retention shall be withheld from each invoice including billable hours and expenses. The retention shall become payable upon the satisfactory completion of the Agreement or at the completion of each separate task if the specific task is not a foundation for succeeding tasks leading to the completion of a finished project, report or plan.

The contractor's invoices will be subject to a financial audit by CPUC at any time within three (3) years of completion of the work.

F. Reporting Requirement of Small Business and DVBE

Contractor invoices shall include a subtotal that enumerates the amounts spent on DGS certified Small Business compliant activities/subcontractors for the period of the invoice, and a total-to-date for Small Business spending. This requirement is in addition to reporting requirement of Section 19 of Exhibit C, General Terms and Conditions.

Contractor invoices shall include a subtotal that enumerates the amounts spent on DGS certified DVBE compliant activities/subcontractors for the period of the invoice, and a total-to-date for DVBE spending. This requirement is in addition to the reporting requirement of Section 19 of Exhibit C, General Terms and Conditions.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the services specified in Exhibit A, this Agreement shall be of no further force and effect. In that event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act, which impacts the services indicated in Exhibit A, CPUC shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (GTC-04/2017)**

The contract will adhere to General Terms and Conditions, GTC-04/2017. The General Terms and Conditions will be included in the agreement by reference to the following link:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

SAMPLE

## **EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

### **1. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

### **2. Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the California Public Utilities Commission, Division Director, 505 Van Ness Avenue, San Francisco, CA 94102, or designee, within ten (10) days of discovery of the problem. Within ten (10) days, the Division Director or his designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Division Director or his designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

### **3. Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is a negative evaluation and the agreement is over \$5,000.

### **4. Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

### **5. Audit Monitoring**

The Contractor shall permit the CPUC to monitor the contracted audit services provided by the Contractor and its subcontractors pursuant to the terms of this Agreement. The purpose of such monitoring shall be to confirm that the Contractor is carrying out its responsibilities as contracted. Such monitoring may consist of monthly meetings with key personnel, progress updates, and review of audit working paper.

All monitoring shall be performed in a manner that will not unduly interfere with the provision of services. With 5 business-day written notice, representatives of the CPUC shall have the right to obtain access of the Contractor's and its subcontractor's audit working paper and audit progress reports via on-site visits, mails, or electronic transmittals.

**6. Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

SAMPLE

## EXHIBIT E – ADDITIONAL PROVISIONS

### 1. **Consultant - Staff Expenses**

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

### 2. **Subcontracts**

Contractor shall submit any proposed subcontracts to the State for its written approval before entering into the same. No work shall be subcontracted without the prior approval of the State. Upon termination of any sub-contract, the State shall be notified immediately.

If the terminated subcontractor is a DVBE, the contractor must replace the subcontractor within the same participation category and such replacement must be approved by the Commission. Failure to adhere to DVBE Participation may be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract. The Agreement shall permit the State to audit the Contractor to verify compliance with DVBE regulations.

### 3. **Relationship with Contractor and Subcontractor**

Contractor shall be responsible for all actions of subcontractors and all payment to subcontractors. Failure of a subcontractor to perform for any reason shall not relieve Contractor of the responsibility for competent and timely performance of duties under this contract. Commission staff will not deal with subcontractors except through Contractor's Project Manager.

All requests for changes of work within this contract shall be in writing between the Project Manager for Commission and the Project Manager for Contractor.

### 4. **Commission Staff**

Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions directed by the Commission's Project Manager. In this connection, Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.

### 5. **Use of State Personnel**

Contractor will not be permitted to use State personnel for the performance of services which are the responsibility of Contractor unless such use is previously agreed to in writing by the Commission's Project Manager, and an appropriate adjustment in price is made. No charge will be made to contractor for the services of State employees performing coordination or monitoring functions.

### 6. **Changes in Time for Performance of Tasks**

The time for performance of tasks and items within the budget, but not the total contract price, may be changed by written approval of the Commission's Project Manager. However, the date for completion, the total contract price, and scope, as well as, all other terms may be altered only by formal amendment of this contract.

### 7. **Change of Personnel**

Contractor and Subcontractor's key personnel as indicated in the attached resumes may not be substituted without the Commission's Contract Manager's prior written approval.

8. **Ownership of Data**

Data developed for this contract shall become the property of the State. It shall not be disclosed without the permission of the Commission's Project Manager. Each report shall also become the property of the State and shall not be disclosed except in such manner and such time as the Commission's Project Manager may direct, with the exception of data which have become part of the public records of the State, as discussed in Paragraph 9.

9. **Confidentiality of Data/Nondisclosure Agreement**

The Consultant ("Signatory"), by signing this Agreement agrees to perform the task(s) under this Agreement. The signatory recognizes that it must have full and unfettered access to information and documents within the knowledge and possession of various entities under the regulatory jurisdiction of the Commission. The Signatory also recognizes that some of this information may be proprietary, confidential, or privileged in nature.

The Signatory further recognizes that the Commission Staff has broad statutory authority to compel the production of such information subject to the provisions of Public Utilities Code 583 and General Order 66-C. The Signatory understands that these legal provisions generally preclude public disclosure of information obtained in confidence except during the course of a public hearing or with permission of the Commission.

The Signatory acknowledges that it has received a copy and read Public Utilities Code Section 583 and General Order 66-C and agrees to be subject to and to fully comply with these legal provisions in discharging its responsibilities. Such compliance includes abiding by the terms of prohibiting public disclosure of confidential information and submitting to the jurisdiction of the Commission for the purposes of enforcing Public Utilities Code Section 583.

The Signatory further recognizes that much of the information obtained during the course of its work for the Commission may be subject to other privileges for nondisclosure and may not be disclosed without the consent of the Commission or its Staff. These privileges include, but are not limited to, attorney work product privilege, the official information privilege, the attorney-client privilege, and other prohibitions precluding disclosure of confidential information.

The Signatory agrees not to disclose any information regarding its work to third parties except with the Commission Staff's express written consent and to return all documents obtained during the course of the Agreement. The signatory agrees to notify the Commission Staff of any inquires and/or request for disclosure from any such third parties.

The Signatory will not comment publicly to the press or any other media regarding its work, or the Commission's action on the same, except to the Commission Staff, Signatory's own personnel and/or subcontractors involved in the completion of tasks under this agreement, or at a public hearing, or in response to questions from a legislative committee.

In addition, the Signatory agrees that prior to commencement of any work associated with this Agreement, the signatory shall: (1) provide a copy of this section of the Agreement,

Public Utilities Code Section 583 and General Order 66-C to all who will be performing tasks under this Agreement; and (2) inform all those working under this Agreement that they are such to these legal provisions and must comply with Confidentiality of Data Agreement/Nondisclosure Section.

Ninety days after any document submitted has become a part of the public records of the State, Signatory may at its own expense, publish or utilize the same but shall include the following legend:

#### LEGAL NOTICE

This report was prepared as an account of work sponsored by the California Public Utilities Commission. It does not necessarily represent the views of the Commission or any of its employees except to the extent, if any, that it has formally been approved by the Commission at a public meeting. For information regarding any such action, communicate directly with the Commission at 505 Van Ness Avenue, San Francisco, California 94102. Neither the Commission nor the State of California, nor any officer, employee, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document.

10. **Termination-Bankruptcy**

In the event proceedings in bankruptcy are commenced against the Contractor, it is adjudged bankrupt, or a receiver is appointed and qualifies, the State may terminate this agreement by giving five days' notice in writing to the Contractor.

11. **Termination at State's Option**

State may at its option terminate this contract, with or without cause, at any time upon giving 30 days notice in writing to Contractor. In such event, Contractor agrees to use all reasonable efforts to mitigate its expenses and obligations hereunder. In such event, State shall pay Contractor for all satisfactory services rendered prior to such notice of termination and for all expenses incurred by Contractor prior to said termination which are not included in charges for service rendered prior to termination and which could not by reasonable efforts of Contractor have been avoided.

12. **Termination in Event of Breach**

In the event of any breach of this contract, the State may without any prejudices to any of its other legal remedies terminate this contract upon five days' written notice to the Contractor.

13. **Waiver**

No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative: that is, in addition to every other remedy provided herein or by law. The failure of State to enforce at any time any of the provisions of this agreement, or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provision nor in any way to affect the validity of this agreement or any part thereof or the right of State to thereafter enforce each and every such provision.

14. **Gratuities**

- A. The State may, by written notice to the Contractor, terminate the right of Contractor to proceed under this contract if it is found, after notice and hearing by the State or by Executive Director of the Public Utilities Commission or duly authorized representative, that gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing a contract, securing favorable treatment with respect to award amendment, or the evaluation of performance of such contract, provided that the facts upon which either the Commission or the Executive Director makes such findings may be reviewed in any competent court.
- B. In the event this contract is terminated as provided in paragraph 14(A), State shall be entitled (i) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the contract by the Contractor, and (ii) to a penalty in addition to any other damages to which it may be entitled by law, and to exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**15. Conflict of Interest**

Contractor agrees to refrain from entering into any relationship which could result in a conflict of interest in the performance of this Agreement; and to notify the Commission's Project Manager promptly of any potential conflict of interest, including subcontractors. The Commission may exercise its option to terminate this Agreement if a conflict is found.

**16. Agreement is Complete**

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.

**17. Captions**

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent to the clauses to which they appertain.

**18. Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

**19. Counterparts**

For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

## **20. Information Security Provisions**

In the performance of this contract, the Contractor agrees to protect the confidentiality, integrity, and availability of all information provided by the California Public Utilities Commission (CPUC). The Contractor further agrees to implement the following minimum administrative, physical, and technical information security safeguards to comply with the information security provisions specified in State Administrative Manual (SAM) 5305.8.

Reference:

[https://www.documents.dgs.ca.gov/sam/SamPrint/new/sam\\_master/sam\\_master\\_File/chap5300/5305.8.pdf](https://www.documents.dgs.ca.gov/sam/SamPrint/new/sam_master/sam_master_File/chap5300/5305.8.pdf)

### **1. ADMINISTRATIVE SAFEGUARDS**

#### **A. DATA OWNERSHIP**

- 1) The information being provided by CPUC under this Agreement remains the exclusive property of CPUC. This information is not open to the public and requires special precautions to protect from loss and unauthorized use, disclosure, modification, or destruction. This information must not be shared without written permission from CPUC.
- 2) The contractor shall have a non-exclusive right to use and process the information for the purposes stated in this Agreement. This right shall be revoked immediately upon termination of this Agreement. Disclosure of this data to Contractor in the performance of this Agreement does not transfer ownership of information to the Contractor or its employees or agents.

#### **B. INCIDENT REPORTING**

All unauthorized or suspected unauthorized access, uses, and/or disclosures of information obtained under this Agreement will be thoroughly reviewed by CPUC Information Security Office (ISO) and the contractor's ISO. The Contractor will comply with the incident reporting requirements in accordance with California Civil Code Section 1798.29, California State Administrative Manual Section 5340.4, and State Information Management Manual Sections 5340-A and 5340-C.

- 1) The Contractor will immediately notify the CPUC ISO of any information security breach involving information accessed or obtained under this Agreement. Immediately, for purposes of this Agreement, means not later than 24 hours after a security event is detected.
- 2) Each party will conduct oversight of its users with access to information provided under this Agreement and will immediately notify the other Agency's Information Security Office of any unauthorized or suspected unauthorized accesses, uses, and/or disclosures /incidents.

[Reference: https://cdt.ca.gov/wp-content/uploads/2017/03/TL\\_12-16\\_Incident-Response\\_Final.pdf](https://cdt.ca.gov/wp-content/uploads/2017/03/TL_12-16_Incident-Response_Final.pdf)

#### C. USE OF INFORMATION

The Contractor acknowledges and agrees that the information furnished or secured pursuant to this Agreement will be used solely for the purposes described in this Agreement and agrees to implement policies and procedures to ensure the confidentiality, integrity, and availability of said information. The Contractor further agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or any other form for any purpose other than identified in this Agreement.

#### D. STATEMENT OF CONFIDENTIALITY

Each party will ensure that all employees who have access to confidential and/or sensitive will be required to file a signed confidentiality statement attesting to the fact that he/she is aware of the confidential nature of the data and penalties for unauthorized disclosure under applicable state and federal law. Copies of signed confidentiality statements must be made available upon request to the CPUC ISO.

#### E. EMPLOYEE ACCESS TO INFORMATION

The Contractor agrees that information will be kept in the strictest confidence and only made available to authorized personnel on a "need-to-know" business basis, and only for the purposes authorized under this Agreement. The term "need-to-know" refers to those authorized persons who need information to perform their official duties in connection with the purpose described in the Agreement. The parties recognize their mutual responsibilities to protect the confidentiality of information in their custody as provided by law and ensure such information is disclosed only to those individuals, and for such purpose as authorized by the respective laws.

#### F. SECURITY AWARENESS TRAINING

The Contractor and all their users authorized to access all information furnished or obtained under this Agreement must receive security awareness training prior to accessing such information.

### 2. PHYSICAL SAFEGUARDS

#### A. ACCESS AUTHORIZATION RECORDS

The Contractor will maintain records of all authorized users and the authorization level of access granted to the information obtained under this Agreement.

#### B. ACCESS CONTROL

The Contractor will maintain and secure its entire computer system (network, hardware, software, and applications) used in the performance of this Agreement in accordance with state policies, standards and procedures held in the State Administrative Manual Chapters 4800 through 5300

Reference:

[https://www.documents.dgs.ca.gov/sam/SamPrint/new/sam\\_master/sam\\_master\\_File/chap5300/5305.8.pdf](https://www.documents.dgs.ca.gov/sam/SamPrint/new/sam_master/sam_master_File/chap5300/5305.8.pdf)

#### C. SECURE AREAS

Computer monitors, printers, hard copy printouts, or any other forms of information accessed or obtained under the performance of this Agreement must not be viewed by the public or other unauthorized persons as described in the Agreement.

#### D. SECURE STORAGE

Information in all forms must be stored in areas physically secure and protected from access by unauthorized persons.

#### E. MEDIA PROTECTION

The Contractor will employ the use of FIPS 140-2 validated encryption for all confidential information stored on electronic media and obtained in the performance of this Agreement. Confidential information obtained by either party in this Agreement must be secured in accordance with the State Administrative Manual Chapter 5300.

Reference: State Administrative Manual Section 5300

<http://sam.dgs.ca.gov/TOC/5300.aspx>

#### F. RETURN OF RECORDS

All records received under this Agreement and any database(s) created, copies made, or files attributed to the records received will be returned to CPUC when they are no longer needed for the business purpose for which they were obtained, or within thirty (30) calendar days of termination of the contract. This information includes information stored on all media both digital and physical.

### 3. INFORMATION SECURITY

Information security is defined as the preservation of the confidentiality, integrity, availability, authenticity and utility of information. A secure environment is required to protect the confidential information obtained pursuant to this Agreement. Confidential information obtained by either party in this Agreement must be secured in accordance with the State Administrative Manual Chapter 5300.

#### A. ELECTRONIC TRANSMISSION

All confidential information transmitted over a public network must be encrypted end-to-end. The Contractor will use FIPS 140-2 encryption standards and FIPS 140-2 validated methods, and NIST special publication 800-53 control requirements such as, but not limited to, utilizing minimum encryption strength of 256-bit AES and Secure File Transfer Protocol (SFTP) when transferring or encrypting electronic files or information. The Contractor will coordinate with CPUC ISO to implement the above referenced encryption standards to send and receive all information as required.

Reference:

- 1) NIST special publication 800-53, Rev 4, page F-193, System and Communications Protection Family, Control SC-8 Transmission Confidentiality and Integrity
  - i. <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>
  - ii. <http://csrc.nist.gov/publications/PubsSPs.html>
- 2) FIPS publication 197
  - i. <http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>
  - ii. <http://csrc.nist.gov/publications/PubsFIPS.html>

## B. SCREEN-LOCKING

Computers capable of accessing information for the performance of this Agreement must not be left unattended and logged on unless secured by a screen-locking process or mechanism to prevent unauthorized access or secured in a locked room not accessible to unauthorized personnel.

## C. AUDITING

The Contractor will maintain an audit trail and record data access of authorized users and the authorization level of access granted to information based on job function. Logs must be made available to the CPUC ISO upon request. The Contractor will allow audits or inspections by individuals authorized by the CPUC ISO at the Contractor's premises during regular business hours, prior notice for purposes of determining compliance with the terms of this Agreement.

## D. CLOUD COMPUTING

If the Contractor will be using a cloud computing solution, the solution must follow and meet, or exceed, the special provisions for cloud computing services set by the Department of General Services (DGS) and Department of Technology, and published on the DGS website.

Reference: <http://www.dgs.ca.gov/pd/Home/CloudComputing.aspx>

## E. DISASTER RECOVERY

The Contractor must meet the following disaster recovery objectives:

Upon the executed agreement and the installation of the data transfer method, the Contractor shall provide a copy of disaster recovery plan and procedures that address all essential recovery program elements outlined in State Administrative Manual sections 5325 through 5325.6.

In the event of a disaster, as defined in the disaster recovery plan, the Contractor shall notify CPUC as soon as practical, but not later than 24 hours after declaring a disaster; and shall provide a report to CPUC within two (2) business days, or as soon as practical. In the event of a disaster, the Contractor will notify CPUC for their approval when the need to use an outside vendor occurs ensuring all security measures will be maintained.

SAMPLE

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